

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655922

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Famous Recipe Group, LLC		06/21/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LFR Chicken LLC		
<b>Street Address:</b>	1270 North Eglin Parkway, Suite C-14		
<b>City:</b>	Shalimar		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32579		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4722491	LEE'S: FAMOUS FOR CHICKEN	
<b>Registration Number:</b>	4722490	LEE'S: FAMOUS FOR CHICKEN	
<b>Registration Number:</b>	4722489	LEE'S: FAMOUS FOR CHICKEN	
<b>Registration Number:</b>	1013215	FAMOUS RECIPE	
<b>Registration Number:</b>	0974710	FAMOUS RECIPE	
<b>Registration Number:</b>	1311285	LEE'S FAMOUS RECIPE	
<b>Registration Number:</b>	5016594	LEE'S FAMOUS RECIPE CHICKEN	
<b>Registration Number:</b>	5016593	LEE'S FAMOUS RECIPE CHICKEN	
<b>Registration Number:</b>	5016592	LEE'S FAMOUS RECIPE CHICKEN	
<b>Registration Number:</b>	6330600	HOMESTYLE HAPPENS HERE	
<b>Registration Number:</b>	6330599	HOMESTYLE HAPPENS HERE	
<b>Registration Number:</b>	6330598	HOMESTYLE HAPPENS HERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585093691		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-720-8900		
<b>Email:</b>	docketing@sheppardmullin.com		
<b>Correspondent Name:</b>	Daniel Yannuzzi		

CH \$315.00 4722491

**Address Line 1:** Sheppard Mullin Richter & Hampton LLP  
**Address Line 2:** 12275 El Camino Real, Suite 100  
**Address Line 4:** San Diego, CALIFORNIA 92130

**ATTORNEY DOCKET NUMBER:** 74GB-327257

**NAME OF SUBMITTER:** Nicole Hyatt

**SIGNATURE:** /nicole hyatt/

**DATE SIGNED:** 06/24/2021

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into on June 21, 2021, by and between Famous Recipe Group, LLC, a Florida limited liability company (the "Assignor"), on the one hand, and LFR Chicken LLC, a Delaware limited liability company (together with its successors and assigns, "Assignee"), on the other hand.

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, made and entered into as of June 21, 2021, (the "Purchase Agreement"), pursuant to which Assignee is purchasing from Assignor certain assets;

WHEREAS, it is a condition to the closing under the Purchase Agreement that Assignor assigns to Assignee its entire right, title and interest in and to the trademarks listed on the attached Exhibit A, together with the goodwill of the business associated with and symbolized by such trademarks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such trademarks (the "Assigned Trademarks");

WHEREAS, Assignor desires to assign to Assignee its entire right, title and interest in and to the Assigned Trademarks, and Assignee desires to purchase, acquire and accept such right, title, and interest in and to the Assigned Trademarks;

WHEREAS, the execution and delivery of this Assignment is required by Sections 1.8(a)(vi) and 1.8(b)(vi) of the Purchase Agreement; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals, the parties hereto, intending to be legally bound, agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby irrevocably and perpetually sells, assigns, transfers and conveys to Assignee the entire right, title and interest of Assignor in and to all of the Assigned Trademarks, and the registrations therefor, for Assignee's use and enjoyment, including all rights to causes of action and remedies related thereto (including, without limitation, any and all claims and causes of action with respect to any of the foregoing whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any

such damages), as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Terms of the Asset Purchase Agreement. Nothing in this Assignment shall limit either party's rights or obligations under the Purchase Agreement.

3. Successors and Assigns. Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, and administrators.

4. Governing Law. This Assignment (including its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

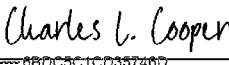
5. Facsimile or Scanned Signature. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

“ASSIGNOR”

FAMOUS RECIPE GROUP, LLC

DocuSigned by:  
By:   
Name: Charles L. Cooper  
Title: President

“ASSIGNEE”

LFR CHICKEN LLC

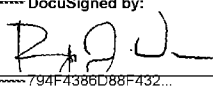

DocuSigned by:  
By:   
Name: Ryan Weaver  
Title: Manager



EXHIBIT A

TRADEMARK SCHEDULE

TRADEMARKS - CANADA

<u>Trademark</u>	<u>Registration No.</u>
LEE'S FAMOUS RECIPE	TMA365050
LEE'S	TMA391000
	TMA 969295

TRADEMARKS - USA

<u>Trademark</u>	<u>Registration No.</u>
LEE'S: FAMOUS FOR CHICKEN	4722491 4722490 4722489
FAMOUS RECIPE	1013215
	974710
LEE'S FAMOUS RECIPE	1311285
	5016594 5016593 5016592
HOMESTYLE HAPPENS HERE	6330600 6330599 6330598