

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Denbra IP Holdings, LLC		07/30/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	NBC Franchisor LLC		
Street Address:	4560 Belt Line Road, Suite 350		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3839009	BUNDTINI	
Registration Number:	3526479		
Registration Number:	4579282	NOTHING BUNDT CAKES	
Registration Number:	4579284	NOTHING BUNDT CAKES	
Registration Number:	3309781	NOTHING BUNDT CAKES	
Registration Number:	2697008	NOTHING BUNDT CAKES	
CORRESPONDENCE DATA			
Fax Number:	646219353		
<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>			
Phone:	212 373 2488		
Email:	mamcdonough@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Marissa A. McDonough		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	017514-00146		
NAME OF SUBMITTER:	Marissa A. McDonough		

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SIGNATURE:	/Marissa A. McDonough/
DATE SIGNED:	08/02/2021
Total Attachments: 4 source=14953929_3_NBC - Trademark Assignment (US) (EXECUTION VERSION)#page1.tif source=14953929_3_NBC - Trademark Assignment (US) (EXECUTION VERSION)#page2.tif source=14953929_3_NBC - Trademark Assignment (US) (EXECUTION VERSION)#page3.tif source=14953929_3_NBC - Trademark Assignment (US) (EXECUTION VERSION)#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of July 30, 2021, by and between Denbra IP Holdings, LLC, a Nevada limited liability company located at 4560 Belt Line Road, Suite 350, Addison, Texas 75001, (“Assignor”), and NBC Franchisor LLC, a Delaware limited liability company located at 4560 Belt Line Road, Suite 350, Addison, Texas 75001 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the NBC Franchisor Pre-Contribution Agreement between the Parties of even date herewith (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the “USPTO”); and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement); and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Closing Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties’ rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

ASSIGNOR

DENBRA IP HOLDINGS LLC




By: _____

Name: Kyle Smith

Title: Chief Executive Officer

ASSIGNEE

NBC FRANCHISOR LLC

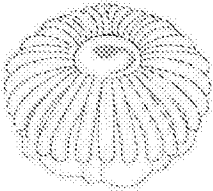





By: _____

Name: Kyle Smith

Title: Chief Executive Officer

**Schedule 1
Trademarks**

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
1.	BUNDTINI	United States	77768790 26-JUN-2009	3839009 24-AUG-2010
2.	<i>Design Only</i> 	United States	77276926 11-SEP-2007	3526479 04-NOV-2008
3.	NOTHING BUNDT CAKES 	United States	86131298 27-NOV-2013	4579282 05-AUG-2014
4.	NOTHING BUNDT CAKES 	United States	86131310 27-NOV-2013	4579284 05-AUG-2014
5.	NOTHING BUNDT CAKES 	United States	78891817 24-MAY-2006	3309781 09-OCT-2007
6.	NOTHING BUNDT CAKES	United States	76082188 03-JUL-2000	2697008 18-MAR-2003