

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665621

<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>
Tavistock Restaurants, LLC		06/24/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tavistock Restaurants Group, LLC		
<b>Street Address:</b>	9050 N. Capital of Texas Hwy., Suite 360		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78759		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3281181	NAPA VALLEY GRILLE	
<b>Registration Number:</b>	1843983	NAPA VALLEY GRILLE	
<b>Registration Number:</b>	2471035	CALIFORNIA CAFE BAR & GRILL	
<b>Registration Number:</b>	2645229	CALIFORNIA CAFE CA	
<b>Registration Number:</b>	1967107	CALIFORNIA CAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4074815801		
<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>	14074815813		
<b>Email:</b>	lmlvain@lathamluna.com		
<b>Correspondent Name:</b>	Lori T. Milvain		
<b>Address Line 1:</b>	201 S. Orange Ave., Suite 1400		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>NAME OF SUBMITTER:</b>	Lori T. Milvain		
<b>SIGNATURE:</b>	/ltm/		
<b>DATE SIGNED:</b>	08/06/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK TRANSFER & ASSIGNMENT AGREEMENT

This TRADEMARK TRANSFER & ASSIGNMENT AGREEMENT is entered into this 23 day of June, 2021 (the "Agreement") by and between Tavistock Restaurants, LLC, a Delaware limited liability company having a principal place of business at 9050 N. Capital of Texas Highway, Suite 360, Austin, Texas 78759 ("Transferor") and Tavistock Restaurants Group, LLC, a Florida limited liability company having a principal place of business at 9050 N. Capital of Texas Highway, Suite 360, Austin, Texas 78759 ("Transferee").

WHEREAS, the Transferor has adopted, used, is using and is the owner of the Trademarks federally registered with the United States Patent and Trademark Office (the "USPTO") and referenced below along with any and all common law trademark rights therein (the "Trademarks"):

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
NAPA VALLEY GRILLE	3281181
NAPA VALLEY GRILLE	1843983
CALIFORNIA CAFÉ BAR & GRILL	2471035
CALIFORNIA CAFÉ	2645229
CALIFORNIA CAFÉ	1967107

WHEREAS, the Transferor is desirous of transferring and the Transferee is desirous of acquiring the entire rights, title and interest in and to the Trademarks and the registrations therefor that are registered with the USPTO;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, the parties agree as follows:

1. **Assignment of Trademarks.** Transferor hereby assigns to Transferee all right, title and interest in and to said Trademarks together with the goodwill of the business symbolized by said Trademarks and the registrations thereof, together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, the intent hereof being to substitute Transferee in the place of Transferor. Transferor further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Transferee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

3. **Consideration.** In consideration of the assignment of the Trademarks, Transferee agrees to pay Transferor the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"), payable in U.S. currency within ten (10) days of execution of this Agreement.

4. **Effectuate Transfer.** Transferor agrees to cooperate with Transferee and to follow Transferee's instructions in order to effectuate the transfer of the Trademark registrations in a timely manner, at no cost to Transferor. Specifically, Transferor agrees to cooperate with Transferee in the transfer and recording of the assignment of the Trademark registrations.

5. **Warranties and Representations.** Transferor warrants and represents that Transferor has rights in the Trademarks, that Transferor has the authority to transfer the Trademarks, that the Transferor has not used the Trademarks for any illegal purposes, and that to the best of Transferor's knowledge, the Trademarks do not infringe on the rights of any third party.

6. **General.**

6.1 **No Assignment.** Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void.

6.2 **Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising from this Agreement shall be in Orange County, Florida.

6.3 **Successors and Assigns.** Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

6.4 **Further Assurances.** The Transferor hereby covenants that it will, at any time upon the request of the Transferee, execute and deliver to the Transferee any new confirmatory instruments and perform (at Transferee's reasonable expense) any other acts which the Transferee may reasonably request in order fully to assign and transfer to and vest in the Transferee, all of the Transferor's right, title and interest in and to the Trademarks.

6.5 **Severability.** In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

6.6 **Construction.** The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or Agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or Agreement as it may be modified, varied,

amended or supplemented from time to time.

6.7 Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous Agreements and understandings other than this Agreement relating to the subject matter hereof.

6.8 Amendment and Waiver. This Agreement may be amended only by a written Agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Transferor and Transferee have caused this Agreement to be executed and effective as shown below.

SIGNED at Orlando, FL, this 24 day of June 2021, 2021.

Transferor:

TAVISTOCK RESTAURANTS, LLC

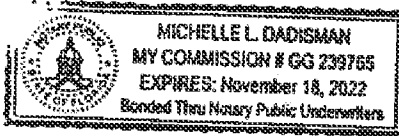
By: [Signature]  
Name: Carebrozy Walker  
Its: President

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24 day of June, 2021, by Carebrozy Walker as President for Tavistock Restaurants, LLC, who is  personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

(SEAL)

[Signature]  
Notary Public



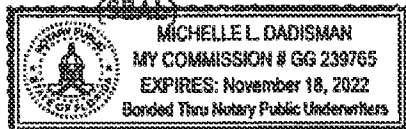
Transferee:

TAVISTOCK RESTAURANTS GROUP, LLC

By: [Signature]  
Name: Steven Eldman  
Its: VP of Finance

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24 day of June, 2021, by Steven Eldman as VP of Finance for Tavistock Restaurants Group, LLC, who is  personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.



[Signature]  
Notary Public