

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tahoe Joe's Inc.		10/08/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	BBQ Growth, LLC		
Street Address:	12701 Whitewater Drive, Suite 100		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3339784	JOE'S STEAK	
Registration Number:	4591960	NEVADA CHEESECAKE	
Registration Number:	4591961	RAILROAD CAMP SHRIMP	
Registration Number:	2114109	TAHOE JOE'S	
Registration Number:	3040908	TAHOE JOE'S	
Registration Number:	4575274	TAHOE JOE'S	
Registration Number:	4579343	TAHOE JOE'S FAMOUS STEAKHOUSE	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<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:	6126323271		
Email:	trademark@lathrogpm.com		
Correspondent Name:	Cheryl Johnson		
Address Line 1:	500 IDS Center, 80 South 8th Street		
Address Line 2:	Lathrop GPM LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Cheryl Johnson		
SIGNATURE:	/Cheryl Johnson/		
DATE SIGNED:	10/22/2021		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of October 8, 2021, is made and entered into by and between Tahoe Joe’s Inc., a Minnesota corporation (“Seller”), and BBQ Growth, LLC, a California limited liability company (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of October 8, 2021 (the “Asset Purchase Agreement”), by and among Buyer and Seller.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Seller has, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Seller, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Seller in and to the Purchased Assets including, without limitation, Seller’s rights and benefits with respect to all trademarks and trademark applications owned by Seller, which are set forth on Exhibit A attached hereto (collectively, the “Marks”), free and clear of all Liens (other than Permitted Liens) and Liabilities (other than Assumed Liabilities); and

2. Seller desires to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of each respective Seller’s right, title and interest in and to the Purchased Assets, including the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Marks, including without limitation those listed on Exhibit A, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Liens (other than Permitted Liens) and Liabilities (other than Assumed Liabilities), and hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Marks.

2. From time to time after the Closing Date, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Seller and Buyer and shall be binding upon each of Seller and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Seller and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Seller and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

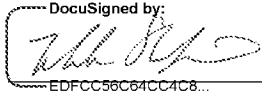
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.

SELLER:

TAHOE JOE'S, INC.,
a Minnesota corporation

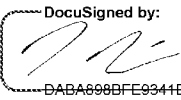
By:  _____
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Name: Mark Shapiro

Title: Chief Restructuring Officer

BUYER:




BBQ GROWTH, LLC,
a California limited liability company

By:  _____
DABA668BFE9241E...

Name: Jeffery Crivello

Title: Chief Executive Officer

Exhibit A

Mark	App. No.	Reg. No.
JOE'S STEAK	78923475	3339784
NEVADA CHEESECAKE	86129772	4591960
RAILROAD CAMP SHRIMP	86129774	4591961
TAHOE JOE'S	75197501	2114109
TAHOE JOE'S & Design 	78506762	3040908
TAHOE JOE'S & Design 	86133494	4575274
TAHOE JOE'S FAMOUS STEAKHOUSE & Design 	86133496	4579343