

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684330

<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>
Cave Man Kitchens Inc.		09/11/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cave Man Kitchens Inc.		
<b>Street Address:</b>	807 W Valley Highway		
<b>City:</b>	Kent		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98032		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3222887	CAVE MAN KITCHENS	
<b>Registration Number:</b>	3222888		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2062172201		
<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>	2062172200		
<b>Email:</b>	trademarks@aeonlaw.com		
<b>Correspondent Name:</b>	Susan L. Stuart		
<b>Address Line 1:</b>	506 2nd Ave., Suite 3000		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>NAME OF SUBMITTER:</b>	Susan L. Stuart		
<b>SIGNATURE:</b>	/Susan L. Stuart/		
<b>DATE SIGNED:</b>	10/28/2021		
<b>Total Attachments: 9</b>			
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## ASSIGNMENT AND LICENSE AGREEMENT

This ASSIGNMENT AND LICENSE AGREEMENT (“Agreement”) is made and entered into as of September 3, 2021 (the “Effective Date”), by and between Cave Man Kitchens Inc. (WA UBI 600 625 485) (“Assignor”), and Cave Man Kitchens Inc. (WA UBI 603 118 420) (“Assignee”).

### RECITALS

WHEREAS, Assignor provided restaurant, catering, and food-preparation services as well as food packaging and retail food sales since 1971 in Washington State and the surrounding Pacific Northwest up until it was administratively dissolved in March 2011 (the “Dissolution”);

WHEREAS, Assignor is the owner of the trademarks, service marks, trade dress, and/or domain names set forth on Schedule A to this Agreement (the “Marks”) and to the goodwill of its business relating to “Restaurant services; Carry-out and delivery restaurant services; Catering services; Food preparation services” upon which the Marks are used and for which they are registered (“Goodwill”);

WHEREAS, upon dissolution of Assignor in March 2011 it was the intention and desire of Assignor to transfer and assign to Assignee all of the Marks and Goodwill identified above;

WHEREAS, Assignor assigned all rights, title, and interest in and to the Marks and Goodwill via a *nunc pro tunc* assignment (the “NPT Assignment”), attached herein as Schedule B, effective the date of the Dissolution;

WHEREAS, during the period between the Dissolution and Effective Date, under the NPT Assignment, Assignee was the sole owner of the Marks and thus authorized to use the Marks and Goodwill in association with Assignee’s business relating to “Restaurant services; Carry-out and delivery restaurant services; Catering services; Food preparation services”;

WHEREAS, the NPT Assignment was found to be procedurally defective in November 2020 by the United States District Court for the Western District of Washington;

WHEREAS, prior to the Dissolution, Assignor incurred debts owed to Puget Sound Energy and Food Services of America (the “Liability”);

WHEREAS, Assignee owns all rights, title, and interest to collection of the Liability;

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee all of its right, title, and interest in and to the Marks and Goodwill for the purpose of conveying all right, title, and interest in and to the Marks and Goodwill as set forth in the NPT Assignment and to resolve any formality issues with the NPT Assignment and convey that Assignee had rights to the Marks and Goodwill beginning the date of Dissolution;

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee all of its right, title, and interest in and to the Marks and Goodwill for the additional purpose of satisfying the Liability and winding up and liquidating Assignor’s business affairs;

WHEREAS, Assignee wishes to receive all right, title, and interest in and to the Marks and Goodwill for the purpose of resolving formality issues with the *NPT* Assignment and for the purpose of satisfying the Liability;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

## **I. ASSIGNMENT**

Assignor hereby conveys, transfers, assigns, and delivers to Assignee, its successors and assigns, all of its right, title, and interest in and to the Marks together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to Assignor with respect to the Marks, including damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements and misappropriations of the Marks; in the United States and its territories, and/or in any other country, region, or other territory in which the Marks are used and Goodwill exists.

Assignor hereby conveys, transfers, assigns, and delivers to Assignee all rights, title, and interest in and to all the Marks identified in Schedule A and to any other trademarks and service marks, including under common law, and to any other intellectual property owned by Assignor, such as copyrights.

Assignor further warrants that no share, interest, assignment, or other right to the Marks has been transferred, assigned, or granted to any other party. Assignor further warrants that the Marks are in good standing and have not been abandoned.

Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in any trade dress, labels, and designs associated with the Marks.

Assignor further conveys that this Agreement is entered into for the purpose of satisfying the Liability and winding up and liquidating Assignor's business affairs, and which Agreement is approved by Assignor's board of directors.

Assignor agrees to provide Assignee with all requested information and data related to the use of the Marks in order to assist Assignee in the maintenance and/or protection of the Marks.

## **II. GRANT OF LICENSE**

To the extent, if at all, that the *NPT* Assignment is invalid, Assignor grants to Assignee an exclusive, royalty-free license (the "License") to use the Marks in association with the Goodwill, effective the date of Dissolution to the Effective Date (the "Licensing Period"). The License includes Assignor's Goodwill and all rights stemming from use of the Marks, in the United States and its territories, and/or in any other country, region, or other territory in which the Marks are used and Goodwill exists, for the Licensing Period. The License is subject to the Marks being used in connection with the Goodwill established by Assignor. If at any point Assignor determines that Assignee has ceased using the Marks in association with Assignor's Goodwill ("Ceased Use"), the License is void as of the date of the Ceased Use and Assignor retains ownership in the Marks.

Assignor further warrants that no share, interest, license, or other right to the Marks has been transferred or granted to any other party during the Licensing Period. Assignor further warrants that the Marks are in good standing, have been properly maintained and managed, and have not been abandoned during the Licensing Period.

Assignor further licenses to Assignee all rights in any trade dress, labels, and designs associated with the Marks for the Licensing Period.

Assignor warrants that Assignee's use of the Marks during the Licensing Period was duly authorized by Assignor and its board of directors and that Assignee's use does not constitute infringement of the Marks.

### **III. GENERAL PROVISIONS**

The terms and conditions of this Agreement is binding on and will inure to the benefit of Assignee, its successors, assigns, heirs, devisees, legatees, executors, administrators, trustees, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

No waiver, amendment, or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or of series of breaches by the other party of any of the terms or conditions of this Agreement may constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of the Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.


If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder will remain valid and enforceable according to its terms. Without limiting the previously, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its purpose, all other limitations of liability and exclusion of damages set forth in this section remain in full force and effect.

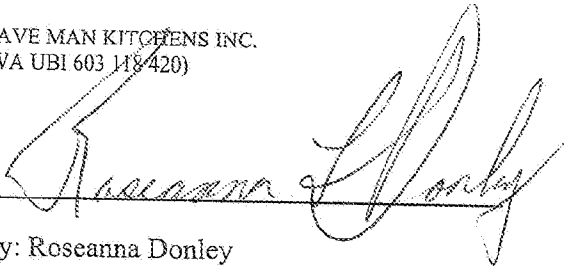
**[Signature Page Follows]**

IN WITNESS WHEREOF, this Assignment and License Agreement has been executed by the Parties as of the date first above written.

CAVE MAN KITCHENS INC.  
(WA UBI 600 625 485)

CAVE MAN KITCHENS INC.  
(WA UBI 603 118 420)

  
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By: Patricia Hill

By: Roseanna Donley

Title: PRESIDENT

Title:

Date: 9/8/21

Date: Sept. 9 2021

By: Chelis Gove 

Title: Treasurer


Date: 9/11/21


[Signature Page to Agreement]

**SCHEDULE A**

A. WHEREAS, Assignor Cave Man Kitchens was in the business of marketing, selling, and providing restaurant services, food preparation, food packaging and retail food sales since 1971 through its internet website and at its restaurant locations in Washington State under its various trademarks using the terms “CAVEMAN” or “CAVE MAN” (collectively, the “Cave Man Kitchens Marks”).

B. WHEREAS, Assignor Cave Man Kitchens owns current and subsisting common law rights for its Cave Man Kitchens Marks for *inter alia* providing restaurant, catering, and food preparation services as well as food packaging and retail food sales since 1971 in Washington State and the surrounding Pacific Northwest, including for the following trademarks (collectively the “Caveman Foods Common Law Marks”):

Mark	Goods	First Use
CAVEMAN	Restaurant, catering, and food preparation services; food packaging; and retail food sales	12/1971
CAVE MAN	Restaurant, catering, and food preparation services; food packaging; and retail food sales	12/1971
CAVE MAN KITCHEN	Restaurant, catering, and food preparation services; food packaging; and retail food sales	12/1971
CAVEMAN KITCHENS	Restaurant, catering, and food preparation services; food packaging; and retail food sales	12/1971
	Restaurant, catering, and food preparation services; food packaging; and retail food sales	12/1971

	Restaurant, catering, and food preparation services; food packaging; and retail food sales	12/1971
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C. WHEREAS, Assignor Caveman Kitchens owns a number of United States federal trademark applications and a registration for some of its Cave Man Kitchens Marks for *inter alia* various restaurant and food services, including the following registration (collectively the “Cave Man Kitchens Registration”):

Mark	Class(es)	Registration No.	Registration Date
CAVE MAN KITCHENS	43	3,222,887	03/27/2007

D. WHEREAS, Assignor assigns to Assignee all rights, title, and interest in and to all the Marks identified above and to any other trademarks, service marks, copyrights or any other intellectual property owned by Assignor.



**ASSIGNMENT**  
**NUNC PRO TUNC**

This Agreement is entered into between the following parties on the 6th day of June, 2011:

**ASSIGNOR:** Cave Man Kitchens Inc. (WA UBI 600 625 485)

**Located at:** 807 W Valley Hyw  
Kent, WA 98031

**ASSIGNEE:** Cave Man Kitchens Inc. (WA UBI 603 118 420)

**Located at:** 807 W Valley Highway  
Kent, WA 98032

**I. Summary**

The Assignor is the owner of the Trademarks, Service Marks, Trade Dress and/or domain names ("Trademarks"), and the goodwill of the business relating to "Restaurant services; Carry-out and delivery restaurant services; Catering services; Food preparation services" ("Products") upon which the Trademarks are used and for which they are registered ("Goodwill") for the registrations listed in Attachment 1.

The Assignor desires to convey, transfer, assign and deliver to the Assignee all of its right title, and interest in and to the Trademarks, along with the Goodwill.

In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

**II. Assignment**

The Assignor hereby conveys, transfers, assigns and delivers to the Assignee all of its right, title, and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements and misappropriations of the Trademarks; in the United States and its territories, and/or in any other country, region, or other territory in which the Trademarks are used and Goodwill exists.

The Assignor further warrants that no share, interest, Assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party except as disclosed to the Assignee in the Assignment.

The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels and designs associated with the Trademarks.

The Assignee further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.

### III. General Provisions

The terms and conditions of this Assignment of Trademark Rights shall be binding on and will inure to the benefit of Assignee, its successors, assigns, heirs devisees, legatees, executors, administrators, trustees, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

No waiver, amendment, or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such shall waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment maybe waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.


If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previously, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

Understood, Agreed, and Accepted:

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as the Effective Date first written above.

**Cave Man Kitchens Inc.**

05/30/2018  
Date

  
Patricia Hill  
President

ATTACHMENT I

Serial No.	Attorney Docket No.	Mark	Filing Date	Registration No. (if applicable)
78899778	CAVE-2006002	CAVE MAN KITCHENS	Jun. 02, 2006	3222887
78899784	CAVE-2006003	Stick Figure (design)	Jun. 02, 2006	3222888

1. The mark consists of the words "CAVE MAN KITCHENS" in a stylized, bold, sans-serif font. The words are arranged in a single line, with "CAVE" and "MAN" on the left and "KITCHENS" on the right. The letters are closely spaced and have a slightly irregular, hand-drawn appearance.

2. The mark consists of a simple line drawing of a stick figure. The figure is standing upright, with its arms slightly away from its body. The drawing is minimalist, using only black lines on a white background to define the figure's form.

3. The mark consists of a stylized, abstract design that resembles a kitchen or a food-related element. It features curved lines and shapes that suggest a modern, clean aesthetic.