

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RNR SUSHI FRANCHISE, LLC		10/09/2020	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	ROCKNROLL SUSHI HOLDINGS LLC		
Also Known As:	ROCK N ROLL SUSHI		
Street Address:	12598 U.S. Highway 98 West- Ste 103		
City:	Destin		
State/Country:	FLORIDA		
Postal Code:	32550		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5674539	RNR ROCK N ROLL SUSHI	
CORRESPONDENCE DATA			
Fax Number:	5614041104		
<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:	561-693-3221		
Email:	jwasch@waschraines.com		
Correspondent Name:	Joseph C. Wasch		
Address Line 1:	2500 N. MILITARY TRAIL, SUITE 303		
Address Line 4:	BOCA RATON, FLORIDA 33431		
NAME OF SUBMITTER:	Eric Jenrich		
SIGNATURE:	/Eric Jenrich/		
DATE SIGNED:	11/18/2021		
Total Attachments: 3			
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source=RNR Sushi_BRB_Trademark Assignment Agreement_Executed#page2.tif			
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OP \$40.00 5674539

TRADEMARK ASSIGNMENT

This **Trademark Assignment** (this “Assignment”), dated as of October 9, 2020, is between **RNR SUSHI FRANCHISE, LLC**, an Alabama limited liability company (“*Assignor*”) and **ROCKNROLL SUSHI HOLDINGS LLC**, a Florida limited liability company (“*Assignee*”).

WHEREAS, Assignor owns certain registered and unregistered trademarks (the “Trademarks”), including, but not limited to, the trademarks described in Exhibit A of this Assignment; and

WHEREAS, Assignor, Assignee, and the other parties thereto are parties to a certain Unit Purchase and Contribution Agreement (the “*Purchase Agreement*”) dated as the date hereof. Capitalized terms used and not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement unless the context otherwise requires. The Purchase Agreement provides for the Assignor to contribute substantially all assets of Assignor to Assignee.

Accordingly, the parties agree as follows:

(1) **Assignment.** Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor’s rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, without limitation: (i) Assignor’s right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

(2) **Further Actions.** Assignor shall execute all documents and take all other actions necessary or reasonably requested by Assignor to assign all the rights, title and interest in and to the Trademarks.

(3) **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of Florida, without regard to its conflict of law principles.

(4) **Terms of the Purchase Agreement.** This Assignment is subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. To the extent any conflict exists between any of the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

(5) **Execution.** This Assignment may be executed in one or more counterparts, including fax or electronic images, each of which is an original, and all of which constitute only one agreement between the parties.

[Signatures on the following page.]

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

RNR SUSHI FRANCHISE, LLC, an Alabama limited liability company

DocuSigned by:
Joseph Ragsdale
By: _____
Name: Joseph Ragsdale
Title: Vice President

ROCKNROLL SUSHI HOLDINGS LLC, a Florida limited liability company
By: Bold Restaurant Brands, LLC, Manager

DocuSigned by:
Eric Jenrich
By: _____
Name: Eric D. Jenrich
Title: Manager

EXHIBIT A
TRADEMARK SCHEDULE

MARK	USPTO REG. #
	6084757
	6084790
	6084800
RNR SUSHI	5752003
RNR ROCK N ROLL SUSHI	5413598
	5646170
	5674539
	5674606
DINE OUT LOUD	6080136
SUSHI AMPLIFIED	6085195
ROCK OUT WITH YOUR CHOPSTIXS OUT	4870769
	4870762