

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM712021

<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>
William C Humphries		02/01/2022	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eddie Merlots LLC		
<b>Street Address:</b>	1855 Blake Street, Suite 200		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2763301	E EDDIE MERLOT'S	
<b>Registration Number:</b>	2763294	EDDIE MERLOT'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	aprilwhite@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings LLP		
<b>Address Line 1:</b>	4747 Executive Dr. 12th Floor		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	47103.00018		
<b>NAME OF SUBMITTER:</b>	April White		
<b>SIGNATURE:</b>	/April White/		
<b>DATE SIGNED:</b>	03/03/2022		
<b>Total Attachments: 6</b>			
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**EXHIBIT B**  
**TRADEMARK ASSIGNMENT**

This Trademark Assignment (“*Assignment*”) is made and entered into as of February 1, 2022 by and between Eddie Merlots LLC, a Delaware limited liability company (“*Assignee*”) and William C. Humphries (“*Assignor*”).

WHEREAS, Assignor acknowledges that his assignment of all rights, title, and interest in the Marks (defined below) and the internet domain names identified on Schedule A, attached hereto (the “*Domain Names*”) is a condition of the Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of the date hereof, by and among Assignor, Assignee and the Sellers listed on the signature pages thereto, where Assignor shall materially benefit from the transactions contemplated thereby; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such Marks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally sells, conveys, transfers, delivers, and assigns to Assignee (a) all of Assignor’s right, title and interest in and to the trademarks and service marks set forth on Schedule A (including all common law rights and applications and registrations for the foregoing and the right to claim priority to the same and all renewals thereof) (the “*Marks*”), together with the goodwill of the business symbolized by and associated with the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor’s right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all claims for damages by reason of past, present and future infringements of the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** From time to time hereafter, and without further consideration, Assignor agrees to perform all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee. Without limiting the generality of the foregoing, promptly upon execution of this Assignment, Assignor agrees to cooperate with Assignee to follow Assignee’s reasonable instructions in order to fully effectuate the transfer of the registration of the Domain Names in a timely manner. Specifically, Assignor agrees to correspond with the appropriate Domain Names registrar to authorize and instruct transfer of the Domain Names and to follow the procedures of, and to enter into, any reasonably required agreement of the Domain Name registrar to effect such transfer.

3. **RECORDATION.** Assignor authorizes the U.S. Commissioner for Trademarks at the U.S. Patent and Trademark Office (the “*PTO*”) and any other governmental officials of any trademark office worldwide to record and register this Trademark Assignment (or a redacted version thereof) upon request by Assignee, its successors or assigns.

4. **GENERAL.**

4.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

4.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

4.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Indiana, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

*[Signature Page Follows]*

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignee"**

Eddie Merlots LLC  
a Delaware limited liability company

By: 

Name: Nishant Machado

Title: President

**"Assignor"**

William C. Humphries  
an individual

\_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

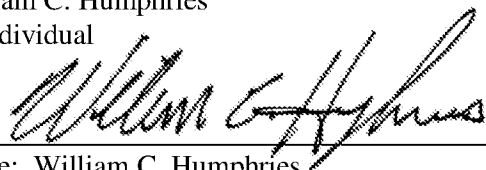
**“Assignee”**

Eddie Merlots LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**“Assignor”**

William C. Humphries  
an individual

By:  \_\_\_\_\_  
Name: William C. Humphries  
Title: Founder and CEO

SCHEDULE A

MARKS

<u>Trademark</u>	<u>Country</u>	<u>App. No. / Filing Date</u>	<u>Reg. No. / Issue Date</u>
EDDIE MERLOT'S	U.S.	76/254,070 May 08, 2001	2,763,294 Sep. 16, 2003
	U.S.	76/258,600 May 17, 2001	2,763,301 Sep. 16, 2003

**SCHEDULE B**  
**DOMAIN NAMES**

<u>Domain Name</u>
eddiemerlots.com