

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEAD IP, LLC		03/11/2022	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Famous Craft Concepts, LLC		
Street Address:	12701 Whitewater Drive, Suite 100		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5545636	CRAFT REPUBLIC BAR & GRILL	
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@lathropgpm.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:	04/19/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of March 11, 2022, is made and entered into by and among FEAD IP, LLC, a Wyoming limited liability company (“Seller”) and Famous Craft Concepts, LLC, a Minnesota limited liability company (“Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of March 11, 2022 (the “Asset Purchase Agreement”), by and among Buyer and Seller.

WHEREAS, pursuant to the Asset Purchase Agreement, Seller, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer 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 Sellers in and to the Purchased Assets including, without limitation, Seller’s rights and benefits, together with all associated good will and all related rights with respect to a certain trademark, which is set forth on Exhibit A attached hereto (the “Mark”).

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:

1. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Mark, together with all associated good will and all related rights to the Mark, 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 Mark.
2. 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.
3. 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 and their respective successors and permitted assigns.
4. 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.
5. 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.

6. 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, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

Buyer:

FAMOUS CRAFT CONCEPTS, LLC

By: _____

Name: _____

Title: _____

Seller:

FEAD IP, LLC

By: _____

Name: *Michael R. Kelly*

Title: *Manager*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

Buyer:

FAMOUS CRAFT CONCEPTS, LLC

By: 
Name: Jeff Crivello
Title: CEO

Seller:

FEAD IP, LLC

By: _____
Name: _____
Title: _____