

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luby's Fuddruckers Restaurants, LLC		08/26/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CAL Acquisition Corporation		
Street Address:	13111 Northwest Freeway		
Internal Address:	Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2965075	BOB LUBY'S SEAFOOD GRILL	
Registration Number:	1054102	LU ANN	
Registration Number:	1236864	LUBY'S	
Registration Number:	0967837	LUBY'S	
Registration Number:	2987473	LUBY'S CAFETERIA	
Registration Number:	2579143	LUBY'S TO GO!	
Registration Number:	2886719	TASTES LIKE TEXAS FEELS LIKE HOME	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/ mp		

CH \$190.00 2965075

DATE SIGNED:

04/20/2022

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (“*Assignment Agreement*”) is made and entered as of August 26, 2021 (the “*Effective Date*”), by and between Luby's Fuddruckers Restaurants, LLC, a Texas limited liability company (“*Assignor*”), and CAL ACQUISITION CORPORATION, a Delaware corporation (“*Assignee*”). Assignor and Assignee are each referred to herein individually as a “*Party*” and collectively, as the “*Parties*.”

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement dated as of June 20, 2021 by and between Assignor, Assignee and Luby's Restaurant Corporation (formerly known as CAL Operating Corporation) (the “*Purchase Agreement*”), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to all Intellectual Property rights included in the Purchased Assets, including the intellectual property identified herein in paragraph 2 and set forth in the schedules attached hereto (collectively, the “*Assigned Property*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Assignment Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's legal and equitable right, title, and interest, of whatever nature throughout the world, in and to the Assigned Property and all registrations and applications for registrations of the Assigned Property, including:

(a) all United States, state, foreign and international trademarks and service marks, logos, designs, slogans, product and service names, product descriptions, trade dress, trade names, corporate names and other trade designations, whether the foregoing are registered or unregistered, and all United States, state and foreign registrations and applications to register the foregoing, identified in Schedule A attached hereto (the “*Trademarks*”), together with all goodwill symbolized by the Trademarks;

(b) all internet domain names and social media account or user names and handles, whether or not trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages, identified in Schedule B attached hereto and all content and data thereon or relating thereto, whether or not copyrights (the “*Domain Names*”);

(c) all United States and foreign copyrights and mask work rights, whether registered or unregistered identified in Schedule C attached hereto (the “*Copyrights*”);

(d) all recipes that are, as of the date of the Purchase Agreement, or have been, used in connection with the operation the operation of any of the Acquired Locations and all Intellectual Property rights therein (the “*Recipes*”);

(e) all trade secret rights and other similar rights in confidential ideas, know-how, concepts, inventions (whether or not patentable), methods, processes, formulae, reports, data, customer lists, mailing lists, business plans, and other proprietary information, all of which derive value, monetary or otherwise, from being maintained in confidence and not known to Assignor’s competitors;

(f) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned Property;

(g) all of Assignor’s rights in the Assigned Property to (i) maintain all applications, registrations, renewals and extensions thereof and (ii) commercialize, exploit, grant licenses or other interests therein; and

(h) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned Property, including without limitation all proceeds to and all rights to sue and prosecute and collect damages for past, present and future infringement, misappropriation or other violation of rights related to the Assigned Property, and all rights corresponding thereto throughout the world for the Assigned Property rights assigned therein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the United States Copyright Office and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue trademark registrations, or other evidence or forms of industrial property protection on applications with respect to the Assigned Property, to issue the same to Assignee and to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with such assistance as Assignee may reasonably request, and at Assignee’s expense, to record Assignee as assignee of the Assigned Property, including, without limitation, upon request by Assignee by executing and if necessary, using commercially reasonable efforts to request current or former employees or contractors to execute, as applicable, all appropriate applications and any further recordable form assignments or other documents or instruments. Without limiting the foregoing, Assignor will, at Assignee’s request and Assignee’s sole cost, do all things necessary, proper or advisable to reasonably assist Assignee in transferring all Domain Names assigned herein, including as applicable, placing each of the Domain Names in “unlocked” status and providing to Assignee the Internet domain name registrars’ transfer authorization codes for each of the Domain Names and any other information reasonably required to effectuate the transfer of Assignor’s right, title and interest in the Domain Names to Assignee.

5. No Third-Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any

remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

6. No Additional Representations. This Assignment Agreement is subject in all respects to the provisions of the Purchase Agreement. This Assignment Agreement shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment Agreement and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Assignment Agreement may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Assignment Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Assignment Agreement are for convenience only and such headings form no part of this Assignment Agreement and shall not affect its interpretation.

11. Filing. Assignor hereby agrees that this Assignment Agreement may be recorded with the United States Patent and Trademark Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Assigned Property and all applications and registrations therefore.

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IN WITNESS WHEREOF, the Assignment Agreement has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR

Luby's Fuddruckers Restaurants, LLC, a
Texas limited liability company

By: 

Name: John Garilli

Title: Interim President and CEO

{Signature Page to Intellectual Property Assignment}

ASSIGNEE

CAL Acquisition Corporation

By: _____

Name: Calvin Gin

Title: President

[Signature Page to Intellectual Property Assignment]

Schedule A
Trademarks

TRADEMARK	COUNTRY	FILING DATE	APP. NO.	REG. DATE	REG. NO.	GOODS AND SERVICES	OWNER
BOB LUBY'S SEAFOOD GRILL (CLASS 43)	United States of America	Jan 22, 2004	78/355,727	Jul 5, 2005	2965075	Restaurant and cafeteria services	Luby's Fuddruckers Restaurants, LLC
LU ANN (CLASS 42)	United States of America	Oct 10, 1974	73/034,222	Dec 7, 1976	1054102	RESTAURANT SERVICES	Luby's Fuddruckers Restaurants, LLC
LUBY'S & DESIGN (Class 42)	United States of America	Jun 10, 1982	73/368,944	May 3, 1983	1236864	Restaurant Services	Luby's Fuddruckers Restaurants, LLC
LUBY'S & DESIGN (Class 43)	China	Feb 15, 2011	9122317	Feb 21, 2012	9122317	Restaurant and cafeteria services	Luby's Fuddruckers Restaurants, LLC
LUBY'S & DESIGN (Class 43)	Dominican Republic	Mar 11, 2011	2011-6411	Jun 30, 2011	188270	Restaurant and cafeteria services	Luby's Fuddruckers Restaurants, LLC
LUBY'S & DESIGN (Class 43)	Mexico	Aug 29, 2011	1207096	Aug 27, 2012	1306948	Services for providing food and drink; temporary accommodation, including services provided for lodging, hotel lodging and meal, room & board and tourist camping facilities; including services provided to obtain food and drinks for the consumer from restaurants, nighttime centers, saloons and bars.	Luby's Fuddruckers Restaurants, LLC
LUBY'S & DESIGN (Class 43)	Singapore	Feb 14, 2011	T1101748F	Jun 16, 2011	T1101748F	Restaurant and cafeteria services.	Luby's Fuddruckers Restaurants, LLC
LUBY'S (Class 43)	China	Feb 15, 2011	9122318	Feb 21, 2012	9122318	RESTAURANT AND CAFETERIA SERVICES	Luby's Fuddruckers Restaurants, LLC
LUBY'S (Class 43)	Dominican Republic	Mar 11, 2011	2011-6409	Jun 15, 2011	188050	RESTAURANT AND CAFETERIA SERVICES	Luby's Fuddruckers Restaurants, LLC

LUBY'S (Class 43)	Mexico	Aug 29, 2011	1207094	Jul 25, 2012	1299843	Restaurant services (catering) temporary lodging; including services provided by accommodation, accommodation and food by hotels, pensions and tourist camps, include services provided to provide food and drink prepared for consumption through restaurants, nightclubs, canteens and bars. (Translated using Google Translate)	Luby's Fuddruckers Restaurants, LLC
LUBY'S (Class 43)	Mexico	Mar 6, 2018	2017948	May 22, 2018	1885454	Restaurant services (catering) temporary lodging; including services provided by accommodation, accommodation and food by hotels, pensions and tourist camps, include services provided to provide food and drink prepared for consumption through restaurants, nightclubs, canteens and bars. (Luby's Fuddruckers Restaurants, LLC
LUBY'S (Class 43)	Singapore	Feb 14, 2011	T1101746Z	May 26, 2011	T1101746Z	Restaurant and cafeteria services.	Luby's Fuddruckers Restaurants, LLC
LUBY'S (Class 43)	United States of America	Jan 22, 1973	72/446,483	Sep 4, 1973	967837	RESTAURANT AND CAFETERIA SERVICES	Luby's Fuddruckers Restaurants, LLC
LUBY'S CAFETERIA (Class 43)	United States of America	May 11, 2004	78/417,058	Aug 23, 2005	2987473	Cafeteria and restaurant services	Luby's Fuddruckers Restaurants, LLC
LUBY'S TO GO! & DESIGN (Class 42)	United States of America	Nov 30, 1998	75/596,852	Jun 11, 2002	2579143	restaurant services	Luby's Fuddruckers Restaurants, LLC
MISCELLANEOUS DESIGN (Lu Ann Character) (Class 43)	Mexico	Apr 4, 2011	1168337	Mar 30, 2012	1277537	RESTAURANT SERVICES (FOOD AND DRINK); TEMPORARY ACCOMMODATION.	Luby's Fuddruckers Restaurants, LLC
TASTES LIKE TEXAS FEELS LIKE HOME (CLASS 43)	United States of America	Oct 10, 2003	78/312,287	Sep 21, 2004	2886719	Cafeteria and restaurant services	Luby's Fuddruckers Restaurants, LLC

Schedule B

Domain Names

1. <https://www.Lubys.com>
2. [Lubys.xxx](https://www.Lubys.xxx)
3. <https://www.facebook.com/Lubys>
4. www.twitter.com/lubys
5. www.linkedin.com/in/lubys
6. www.instagram.com/lubys

Schedule C

Copyrights

TX0006585175 entitled "Luby's recipes & memories"

TX0004504228 entitled "Luby's Cafeteria : Good Food From Good People : 50th anniversary recipe collection."