

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747493

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900693163		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LW Brands, LLC		03/28/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Woody's Brands LLC		
Street Address:	3711 Briar Park, Ste. 300		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90873272	SHAKE AND BAKE TRAILER PARK	
Serial Number:	88582162	TACO DANK-EE'S	
Registration Number:	5735081	WOODY'S HIDEAWAY	
Registration Number:	4960218	FAST EDDIE'S	
Registration Number:	4663364	LITTLE WOODROW'S	
Registration Number:	4308774	EDDY'S	
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:	6508023000		
Email:	brian.lee@weil.com		
Correspondent Name:	Joseph Shui		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood City, CALIFORNIA 94065		
ATTORNEY DOCKET NUMBER:	78287.0047		
NAME OF SUBMITTER:	Joseph Shui		
SIGNATURE:	/s/ Joseph Shui		

DATE SIGNED:	08/10/2022
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is entered into as of March 28, 2022, by and between Woody’s Brands LLC, a Texas limited liability company (“Master Buyer”) and LW Brands, LLC, a Delaware limited liability company (“Master Seller”). Master Seller and Master Buyer are sometimes referred to individually in this IP Assignment as a “Party” and collectively as the “Parties”.

BACKGROUND

A. Master Seller owns the Seller Owned Intellectual Property, including the Seller Owned Intellectual Property set forth on Schedule A, (collectively, the “Assigned Owned Intellectual Property”) and holds valid licenses or sublicenses for all other Seller Intellectual Property, in each case, which is included in the Purchased Assets (such Seller Intellectual Property, together with the Assigned Owned Intellectual Property, collectively, the “Assigned Intellectual Property”).

B. Master Buyer and Master Seller are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Master Buyer has purchased all rights owned by Master Seller in and to the Assigned Intellectual Property, or assumed any licenses or sublicenses with respect to any Assigned Intellectual Property, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Capitalized Terms**. Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement.

2. **Assignment and Transfer**. Master Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Master Buyer all of Master Seller’s rights, titles and interests in, to and under the Assigned Intellectual Property, the same to be held and enjoyed by Master Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Master Seller if this IP Assignment had not been made, including all applications, renewals, extensions, issuances and registrations of any of the foregoing that may hereafter be secured under the laws now or hereafter in effect in the United States or any other jurisdiction, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, all causes of action (whether in law or in equity) with respect to any of the foregoing, and all rights to sue (including for damages and injunctive relief) for any past, present or future infringement, misappropriation, violation, dilution or other unauthorized use of any of the foregoing.

3. **Recordation**. Master Seller and Master Buyer authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Master Buyer as the assignee and owner of all Assigned Owned Intellectual Property and issue the patents, trademark registrations and copyright registrations from any pending applications of any Assigned Owned Intellectual Property to Master Buyer upon issuance or registration.

4. **Domain Name Transfer**. Master Seller shall promptly (but in no event later than five (5) days after the date hereof of this IP Assignment (“Effective Date”)) (a) complete the formal transfer to Master Buyer of all Internet domain names included in the Assigned Owned Intellectual Property (the

“Assigned Domain Names”) in accordance with the applicable domain name transfer procedure of the applicable domain name registrar of the Assigned Domain Names (the “Transfer Procedure”) and (b) provide authorization to, and take any other action required by, the applicable domain name registrar or any other applicable entity to transfer ownership, title and registration to the Assigned Domain Names to Master Buyer (or its designee).

5. **Terms of the Purchase Agreement.** This IP Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference. Master Seller acknowledges and agrees that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. **Further Assurances.** Upon reasonable request by Master Buyer at any time and from time to time after the Effective Date, Master Seller agrees to execute additional documents and take other actions as may be necessary or desirable to record, perfect or memorialize the assignment of the Assigned Intellectual Property set forth herein, and to vest in Master Buyer the same right, title and interest in, to and under the Assigned Intellectual Property that Master Seller may have, including assisting Master Buyer with prosecution, maintenance and enforcement of any of the Assigned Intellectual Property. Master Seller hereby irrevocably nominates, constitutes and appoints Master Buyer as the true and lawful attorney-in-fact of Master Seller (with full power of substitution) effective as of the Effective Date, and hereby authorizes Master Buyer, in the name of and on behalf of Master Seller, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that Master Buyer may deem appropriate for the purpose of asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Assigned Intellectual Property or otherwise carrying out or facilitating any of the transactions contemplated hereby. The foregoing power of attorney is and shall be coupled with an interest and is and shall be irrevocable and shall survive the dissolution or insolvency of Master Seller.

7. **Binding Effect; Assignment.** This IP Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this IP Assignment nor any of the rights, interests or obligations under this IP Assignment may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any of the Parties without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void; provided, however, that Master Buyer may assign, transfer or delegate its rights and obligations pursuant to this IP Assignment, in whole and not in part, to one or more of the following Persons if such Person signs a written agreement evidencing its assumption of such rights and obligations: (a) any direct wholly-owned Subsidiary of Master Buyer or any successor in interest to Master Buyer; (b) one or more banks or other lenders providing financing to Master Buyer or any of its Affiliates from time to time; or (c) any Person that acquires the outstanding shares of capital stock or substantially all of the assets of Master Buyer.

8. **No Third Party Beneficiaries.** This IP Assignment is not intended to confer, and shall not be construed as conferring, upon any Person other than the Parties any rights or remedies hereunder.

9. **Governing Law; Jurisdiction.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state’s principles of conflicts of law. The Parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts in Dallas County, Texas, in respect of the interpretation and enforcement of the provisions of this IP Assignment, and hereby waive, and agree not to assert, as a defense in any Action for the interpretation or enforcement hereof, that it is not subject thereto or that such Action may not be brought or is not

maintainable in said courts or that the venue thereof may not be appropriate or that this IP Assignment or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such Action shall be heard and determined in such a Texas state or federal court. The Parties hereby consent to and grant any such court jurisdiction over the Person of such Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such Action in the manner provided in Section 8.2 of the Purchase Agreement or in such other manner as may be permitted by applicable Law, shall be valid and sufficient service thereof. With respect to any particular Action, venue shall lie solely in the State of Texas.

10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS IP ASSIGNMENT OR THE ACTIONS OF ANY PARTY IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

11. Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy shall not preclude the exercise of any other remedy, and nothing in this IP Assignment shall be deemed a waiver by any Party of any right to specific performance or injunctive relief. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this IP Assignment and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity, and the Parties hereby waive the requirement of any posting of a bond in connection with the remedies described herein.

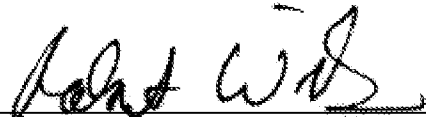
12. Counterparts. This IP Assignment may be executed in one or more counterparts (including by means of DocuSign (or similar) or transmission in portable document format (.pdf)), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

MASTER SELLER:

LW BRANDS, LLC

By: 
Name: Robert W. Wilson
Title: President

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

MASTER BUYER:

WOODY'S BRANDS LLC

By: 

Name: Shравan Thadani

Title: Manager

SCHEDULE A

ASSIGNED INTELLECTUAL PROPERTY

Trademark Registrations and Trademark Applications

Trademark	Jurisdiction	Status	Filing Date	Application No.	Registration Date	Registration No.
SHAKE AND BAKE TRAILER PARK	U.S. Federal	Pending	09-AUG- 2021	90873272		
TACO DANK-EE'S 	U.S. Federal	Pending	16-AUG- 2019	88582162		
WOODY'S HIDEAWAY	U.S. Federal	Registered	05-MAR- 2018	87820284	23-APR- 2019	5735081
FAST EDDIE'S	U.S. Federal	Registered	01-OCT- 2015	86774534	17-MAY- 2016	4960218
LITTLE WOODROWS	U.S. Federal	Registered	19-MAY- 2014	86285256	30-DEC- 2014	4663364
EDDY'S	U.S. Federal	Registered	30-JUL- 2012	85690036	26-MAR- 2013	4308774
EDDY'S	U.S. State - Texas	Registered			11-JAN- 2013	801701169

Internet Domain Names

- fasteddiesbilliards.com
- littlewoodrows.com
- woodyshideaway.com

[Schedule A to Intellectual Property Assignment]