

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/17/2022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Five Brothers IP, LLC		09/06/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Andrew's Sons, Inc.
Street Address:	3452 University Avenue
City:	Riverside
State/Country:	CALIFORNIA
Postal Code:	92501
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	6073441	FARMER BOYS BREAKFAST, BURGERS & MORE
Registration Number:	6073440	FARMER BOYS BREAKFAST, BURGERS & MORE
Registration Number:	6073439	FARMER BOYS BREAKFAST, BURGERS & MORE
Registration Number:	6066852	ALWAYS CRISPY FRIES
Registration Number:	5665269	FARM FOOD AIN'T FAST FOOD
Registration Number:	5451458	FARMBURGEROLOGY
Registration Number:	4807707	THE NATURAL
Registration Number:	4865679	BIG CHEESE
Registration Number:	4617216	BARN BURNER
Registration Number:	4730171	BACON BOY
Registration Number:	4536515	
Registration Number:	4536514	
Registration Number:	4786068	FARMER'S RESTAURANT
Registration Number:	4762064	FARM-TO-TABLE BURGERS
Registration Number:	4190116	FARMER BOYS BREAKFAST, BURGERS & MORE
Registration Number:	3739313	NOBODY DOES IT FRESHER
Registration Number:	2546629	FARMER BOYS
Registration Number:	2099413	FASTAURANT

CH \$540.00 6073441

Property Type	Number	Word Mark
Registration Number:	1936978	FARMERBOYS WORLD'S GREATEST
Registration Number:	1720523	FARMER'S BURGER
Registration Number:	1686851	FARMER BOYS WORLD'S GREATEST HAMBURGERS

CORRESPONDENCE DATA

Fax Number: 3126025050
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.

Phone: 3126025042
Email: steve.trubac@bcclplaw.com
Correspondent Name: Steve Trubac
Address Line 1: 161 North Clark
Address Line 2: Suite 4300
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	1073076.9
NAME OF SUBMITTER:	Steve Trubac
SIGNATURE:	/Steve Trubac/
DATE SIGNED:	09/06/2022

Total Attachments: 10
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TRADEMARK AGREEMENT

This Trademark Agreement (“Agreement”) is entered into as of September 6, 2022, between Andrew’s Sons, Inc., a corporation organized and existing under the laws of the State of California, with a place of business at 3452 University Avenue, Riverside, California 92501 (“ASI”) and Five Brothers IP, LLC, a limited liability company organized and existing under the laws of the State of Nevada, with a place of business at 3452 University Avenue, Riverside, California 92501 (“Five Brothers”).

RECITALS

WHEREAS, ASI and Five Brothers are affiliated entities under common control;

WHEREAS, on or about March 17, 2022, ASI and Five Brothers entered into that certain Trademark Assignment Agreement (“Assignment”), attached as **Exhibit B**, whereby ASI purported to assign to Five Brothers those certain Marks as defined in the Assignment and set forth in **Exhibit A** thereto and hereto;

WHEREAS, the Assignment was recorded with the United States Patent and Trademark Office (“USPTO”) on March 22, 2022 at Reel No. 7668, Frame No. 0435;

WHEREAS, ASI and Five Brothers have determined that the transfer of the Marks set forth in the Assignment was made in error and both parties wish to rescind and void the Assignment and any actions implementing the same;

NOW, THEREFORE, in consideration of the amount of Ten Dollars and no cents (\$10.00) and the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment Rescinded and Voided. Effective March 17, 2022, ASI and Five Brothers agree to and hereby do rescind and void the transfer of the Marks set forth in the Assignment, in order to render it null, void, and of no effect. The parties agree that as between them, ASI, together with its successors and assigns, is and shall remain the owner of record with the USPTO of all right, title, and interest in, to and under the Marks, including any and all goodwill of the business symbolized by and associated therewith, all registrations and applications for registration therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. Avoidance of Doubt. If and to the extent the transfer of the Marks set forth in the Assignment is determined not to be rescinded, null and void, then Five Brothers hereby sells, assigns, and transfers to ASI, its successors and assigns, any and all of its right, title, and interest that it may have in, to and under the Marks, including any and all goodwill of the business symbolized by and associated therewith, all registrations and applications for registration therefor, all common law rights therein,

any and all trademark and/or service mark rights related thereto, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

3. Miscellaneous. This Agreement may be recorded with the USPTO to confirm that the recorded chain of title in the Marks remains with ASI. Five Brothers hereby agrees to execute, acknowledge and deliver any and all documents as ASI, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that ASI is the recorded owner of all right, title and interest in and to the Marks, and that Five Brothers has no right, title or interest, of any kind or nature, in or to the Marks.

4. Counterparts. This Agreement may be executed in original, facsimile or electronic counterparts, each of which will be deemed an original, and which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Agreement to be duly executed.

ASI:

ANDREW'S SONS, INC.

By: 

Name: George A. Havadjia

Title: Director

Date: September 6, 2022

Address: 3452 University Avenue, Riverside,
California 92501

FIVE BROTHERS:

FIVE BROTHERS IP, LLC

By: 

Name: George A. Havadjia


Title: Representative for Manager (Eleonas, LLC)

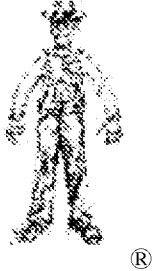

Date: September 6, 2022

Address: 3452 University Avenue, Riverside,
California 92501

Exhibit A

Registered Trademarks/Trademark Applications

Trademark	Country	App/Reg. No. Filing/Reg. Date	Int'l Class(es)
FARMER BOYS BREAKFAST, BURGERS & MORE & Design® 	United States	6,073,441 June 9, 2020	43
FARMER BOYS BREAKFAST, BURGERS & MORE & Design® 	United States	6,073,440 June 9, 2020	43
FARMER BOYS BREAKFAST, BURGERS & MORE & Design® 	United States	6,073,439 June 9, 2020	43
ALWAYS CRISPY FRIES®	United States	6,066,852 June 2, 2020	29
FARM FOOD AIN'T FAST FOOD®	United States	5,665,269 January 29, 2019	43
FARBURGEROLOGY®	United States	5,451,458 April 24, 2018	35, 41
THE NATURAL®	United States	4,807,707 September 8, 2015	30
BIG CHEESE®	United States	4,865,679 December 8, 2015	30

Trademark	Country	App/Reg. No. Filing/Reg. Date	Int'l Class(es)
BARN BURGER®	United States	4,617,216 October 7, 2014	43
BACON BOY®	United States	4,730,171 May 5, 2015	43
	United States	4,536,515 May 27, 2014	43
	United States	4,536,514 May 27, 2014	43
FARMER'S RESTAURANT®	United States	4,786,068 August 4, 2015	43
FARM-TO-TABLE BURGERS®	United States	4,762,064 June 23, 2015	43
FARMER BOYS BREAKFAST, BURGERS & MORE®	United States	4,190,116 August 14, 2012	43
NOBODY DOES IT FRESHER®	United States	3,739,313 January 19, 2010	43
FARMER BOYS®	United States	2,546,629 March 12, 2002	42



Trademark	Country	App/Reg. No. Filing/Reg. Date	Int'l Class(es)
FASTAURANT®	United States	2,099,413 September 23, 1997	42
FARMERBOYS WORLD'S GREATEST & Design® 	United States	1,936,978 November 21, 1995	30, 42
FARMER'S BURGER®	United States	1,720,523 September 29, 1992	30
FARMER BOYS WORLD'S GREATEST HAMBURGERS & Design® 	United States	1,686,851 May 12, 1992	42
FARMER BOYS®	Madrid Protocol	1185465 September 8, 2013	43
FARMER BOYS®	EU	W01185465 September 8, 2013	43
FARMER BOYS®	UK	UK00801185465 September 8, 2013	43

Exhibit B

Trademark Assignment Agreement

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrew's Sons, Inc.		03/17/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Five Brothers IP, LLC		
Street Address:	3452 University Avenue		
City:	Riverside		
State/Country:	CALIFORNIA		
Postal Code:	92501		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6073441	FARMER BOYS BREAKFAST, BURGERS & MORE	
Registration Number:	6073440	FARMER BOYS BREAKFAST, BURGERS & MORE	
Registration Number:	6073439	FARMER BOYS BREAKFAST, BURGERS & MORE	
Registration Number:	6066852	ALWAYS CRISPY FRIES	
Registration Number:	5665269	FARM FOOD AIN'T FAST FOOD	
Registration Number:	5451458	FARMBURGEROLOGY	
Registration Number:	4807707	THE NATURAL	
Registration Number:	4865679	BIG CHEESE	
Registration Number:	4617216	BARN BURNER	
Registration Number:	4730171	BACON BOY	
Registration Number:	4536515		
Registration Number:	4536514		
Registration Number:	4786068	FARMER'S RESTAURANT	
Registration Number:	4762064	FARM-TO-TABLE BURGERS	
Registration Number:	4190116	FARMER BOYS BREAKFAST, BURGERS & MORE	
Registration Number:	3739313	NOBODY DOES IT FRESHER	
Registration Number:	2546629	FARMER BOYS	
Registration Number:	2099413	FASTAURANT	
Registration Number:	1936978	FARMERBOYS WORLD'S GREATEST	

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Property Type	Number	Word Mark
Registration Number:	1720523	FARMER'S BURGER
Registration Number:	1686851	FARMER BOYS WORLD'S GREATEST HAMBURGERS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 312-602-5000
Email: bcipdocketing@bclplaw.com
Correspondent Name: Mark A. Paskar
Address Line 1: 211 North Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102

NAME OF SUBMITTER:	Mark A. Paskar
SIGNATURE:	/Mark A. Paskar/
DATE SIGNED:	03/22/2022

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into as of March ____, 2022, between Andrew's Sons, Inc., a corporation organized and existing under the laws of the State of California, with a place of business at 3452 University Avenue, Riverside, California 92501 ("Assignor") and Five Brothers IP, LLC, a limited liability company organized and existing under the laws of the State of Nevada, with a place of business at 3452 University Avenue, Riverside, California 92501 ("Assignee").

WHEREAS, Assignor owns the trademarks, service marks and domain names listed on Exhibit A, attached hereto, and the good will of the business associated with all of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Marks;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Marks (including the registrations listed on Exhibit A), all common law rights therein, any and all trademark and/or service mark rights related thereto; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

2. **Further Assurances**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

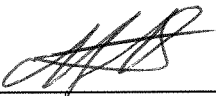
3. **Authorizations**. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices) to record this Agreement and transfer the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

4. **Governing Law**. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California.

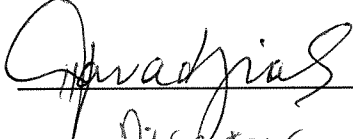
5. **Counterparts.** This Agreement may be executed in original, facsimile or electronic counterparts, each of which will be deemed an original, and which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed on behalf of the parties as of the below date(s).

FIVE BROTHERS IP, LLC

By: 
Title: Director
Date: 3-17-22

ANDREW'S SONS, INC.

By: 
Title: Director
Date: 3-17-22