

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756624

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Amended Assignment of Trademarks
RESUBMIT DOCUMENT ID:	900704076

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bankruptcy Estate of Ruby's Diner, Inc.		02/24/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	RD Franchise Systems, LLC
Street Address:	801 S. Rampart Blvd.
Internal Address:	Suite 200
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89145
Entity Type:	Limited Liability Company: NEVADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1315104	RUBYS FOOD AND FOLLIES
Registration Number:	1590271	
Registration Number:	1591014	
Registration Number:	1611327	RUBY'S
Registration Number:	1631936	RUBY'S
Registration Number:	1850104	JITTERBUG CLUB
Registration Number:	2380158	RUBY'S
Registration Number:	2380171	RUBY'S DINETTE
Registration Number:	2387100	RUBY'S DINER
Registration Number:	2580113	SHOOBY DOOBY DOWN TO...RUBY'S DINER
Registration Number:	2583186	RUBY'S DINER
Registration Number:	2621959	SWING TIME
Registration Number:	2675483	SHOOBY DOOBY DOWN TO...RUBY'S
Registration Number:	2739832	RUBY'S DINER
Registration Number:	2858231	RUBY'S DINETTE
Registration Number:	3394780	FRINGS
Registration Number:	3875086	RUBY'S DINER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4573346	RUBY'S DINER
Registration Number:	4573347	RUBY'S DINETTE
Registration Number:	4703996	RUBY'S DINER
Registration Number:	4721006	RUBY
Registration Number:	4817382	RUBY'S DINER
Registration Number:	4817383	RUBY'S DINETTE
Registration Number:	4817402	RUBY'S DINER
Registration Number:	5046900	RUBY
Registration Number:	5412055	RUBY'S DINER
Registration Number:	5856270	RUBY'S SHAKE SHOP
Registration Number:	5771494	RUBY'S SHAKE SHOP

CORRESPONDENCE DATA

Fax Number: 7027929002

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: 7027923773

Email: lvpto@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP; Attn: L.Thompson

Address Line 1: 10845 Griffith Peak Drive

Address Line 2: Suite 600

Address Line 4: Las Vegas, NEVADA 89135

ATTORNEY DOCKET NUMBER:	206527.010000
NAME OF SUBMITTER:	Lauri S. Thompson
SIGNATURE:	/Lauri S. Thompson/
DATE SIGNED:	09/21/2022

Total Attachments: 2

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AMENDED ASSIGNMENT OF TRADEMARKS

This Amended Assignment of Trademarks (“**Assignment**”) is made and entered into as of February 24, 2022 (the “**Effective Date**”) by and between **THE BANKRUPTCY ESTATE OF RUBY’S DINER, INC.**, a California corporation, California Chapter 7 Bankruptcy Case No. 8:18-bk-13311-SC (“**RDI**” or “**Assignor**”) and **RD Franchise Systems, LLC**, a Nevada limited liability company (“**RDFS**” or “**Assignee**”).

RECITALS

A. On July 14, 2021, RDI (as “**Seller**”) and Casbure Management, LLC (“**Casbure**”) (as “**Buyer**”) entered into that certain Asset Sale and Settlement Agreement (the “**Agreement**”) whereby RDI agreed to sell, and Casbure agreed to buy, certain Purchased Assets of RDI, which included certain “Marks”.

B. As part of the Agreement, RDI and Casbure entered into that certain Assignment of Trademarks dated July 14, 2021 (the “**Assignment**”) whereby RDI assigned its right, title and interest in and to the Marks to Casbure or its assignee.

C. On August 18, 2021, RDI and Casbure Management, LLC entered into that certain First Amendment to Asset Sale and Settlement Agreement (the “**Amended Agreement**”), pursuant to which the Buyer under the Agreement was amended from Casbure to RDFS.

D. As a result of the Amended Agreement, RDFS assumed the assignment of the Marks under the Assignment.

E. The Parties now desire to enter into this Amendment to modify the terms of the Assignment as specifically set forth below.

NOW THEREFORE, for valuable consideration and in consideration of the mutual promises and covenants set forth in the Assignment and this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions**. Capitalized terms used and not defined in this Amendment shall have the respective meanings assigned to them in the Assignment.

2. **Amendment and Acceptance**. The Assignee under the Assignment shall be amended and changed from Casbure/RDFS to RHG IP, LLC, a Nevada limited liability company. RHG IP, LLC hereby accepts the Assignment of the Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Registrations thereof, and in and to all income, royalties, damages, claims and payments no or hereafter due or payment with respect thereto, and in and to all causes of action (either at law or in equity) and the right to sue, counterclaim, and recover, for past present, or future infringement of the rights assigned to RHG IP, LLC hereunder.

3. **Further Acts.** Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further USPTO assignments and other lawful documents as RHG IP, LLC may reasonably request, at RHG IP, LLC's expense, for out-of-pocket costs, if any, to effectuate fully this Amendment and the Assignment and to permit RHG IP, LLC to be duly recorded as the registered owner and proprietor of the conveyed rights.

4. **Indemnity.** RHG IP, LLC and RDFS shall indemnify and hold Assignor harmless from any and all claims against Assignor arising from this Amendment, including all legal fees, costs and expenses. In the event of a claim against Assignor arising from this Amendment, RHG IP, LLC and RDFS agree, at their own cost, to defend Assignor against such claims.

5. Except as otherwise provided herein, the Assignment remains in full force and effect as originally written without any other modification, amendment or change.

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

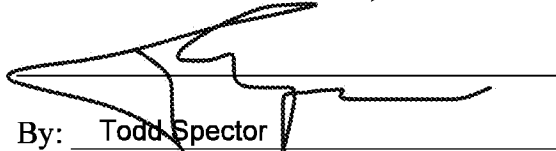
**THE BANKRUPTCY ESTATE OF RUBY'S DINER, INC., California
Chapter 7 bankruptcy Case No. 8:18-bk-13311-SC:**

Dan Mik, Bankruptcy Trustee

By: *Richard Marshack*

Its: *Bankruptcy Trustee*

RD FRANCHISE SYSTEMS, LLC:



By: Todd Spector

Its: Manager