

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K2 Restaurants, Inc.		07/20/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Keke's Franchise Organization, LLC		
Street Address:	203 East Main Street		
City:	Spartanburg		
State/Country:	SOUTH CAROLINA		
Postal Code:	29319		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3796963	KEKE'S	
Registration Number:	4651838	KEKE'S BREAKFAST CAFE	
Registration Number:	4963656	KEKE'S BREAKFAST CAFE	
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:	8645977566		
Email:	lshock@dennys.com		
Correspondent Name:	Laura Shock		
Address Line 1:	203 East Main Street		
Address Line 4:	Spartanburg, SOUTH CAROLINA 29319		
NAME OF SUBMITTER:	Laura Shock		
SIGNATURE:	/Laura Shock/		
DATE SIGNED:	07/29/2022		
Total Attachments: 5			
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OP \$90.00 3796963

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment is effective as of July 20, 2022 by and between K2 Restaurants, Inc. (“Assignor”), and Keke’s Franchise Organization, LLC (“Assignee”) (each of Assignor and Assignee, a “Party” and collectively the “Parties”).

Pursuant to the terms of that certain Asset Purchase Agreement, dated as of May 3, 2022 (the “Purchase Agreement”), by and between (A) Denny’s Corporation, a Delaware corporation (such entity or its permitted assigns (as applicable) is each, a “Purchaser” and together, the applicable entities are the “Purchasers”) and (B) K2 Restaurants, Inc., a Florida corporation, Keke’s Butler North LLC, a Florida limited liability company, Keke’s Cortez Inc., a Florida corporation, Keke’s Durbin Park LLC, a Florida limited liability company, Keke’s Lakewood Ranch, Inc., a Florida corporation, Keke’s Largo LLC, a Florida limited liability company, Keke’s Strand LLC, a Florida limited liability company, Keke’s West Tennessee Street LLC, a Florida limited liability company, Marketplace Breakfast, Inc., a Florida corporation (each, a “Seller” and collectively, “Sellers”), and the Principals thereto, as amended by that certain First Amendment to Asset Purchase Agreement, dated July 11, 2022 and, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby assigns to Assignee all right, title and interest in and to the trademarks set forth in the attached Exhibit A (the “Trademarks”), together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringements or misappropriations, including past infringements and misappropriations, of the Trademarks.

Assignor hereby assigns to Assignee all right, title and interest in and to the domain names set forth in the attached Exhibit B (the “Domain Names”), together with: (i) the goodwill and business symbolized by the Domain Names and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringements or misappropriations, including past infringements and misappropriations, of the Domain Names.

Assignee shall be responsible for all costs and actions for transfer of the Trademarks and Domain Names and recordation of assignments in connection with the Trademarks and Domain Names, and Assignor will reasonably cooperate to facilitate the same. Time is of the essence to reflect the transfers with the United States Patent and Trademark Office and applicable registrar of the Domain Names. Assignor hereby irrevocably designates and appoints Assignee as Assignor’s special agent and attorney-in-fact to execute, deliver and file on behalf of Assignor all such assignment instruments and documentation as may be necessary to transfer to Assignee legally and as a matter of record, all of Assignor’s right, title and interest in and to the Trademarks and Domain Names. Assignor agrees to make Assignee an administrator on the accounts for the Domain Names and to give Assignee Assignor’s usernames and passwords to facilitate that process.

As of the effective date written above, Assignee shall have succeeded to all right, title, and standing of Assignor to (a) receive all rights and benefits pertaining to the Trademarks and Domain Names described above, and (b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the Trademarks and Domain Names described above. Assignor represents to Assignee that: (1) Assignor is not aware of any claim or allegation that the Trademarks or Domain Names infringe any third party intellectual property rights, nor has it cause to believe that third parties are infringing the Trademarks and Domain Names; (2) there are no unpaid or owing fees on the effective date in respect of maintaining or renewing the registered status of any of the Trademarks or Domain Names with the United States Patent and Trademark Office and applicable registrar of the Domain Names; and (3) Assignor has made available to Assignee any material correspondence with, or

documentation from, the United States Patent and Trademark Office and applicable registrar of the Domain Names pertaining to the assets hereunder. This Assignment (i) is irrevocable and effective upon Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument, and (ii) may be signed in counterparts.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the date first written above.

ASSIGNOR:

K2 RESTAURANTS, INC

DocuSigned by:
Kevin Mahen
13C9273F81AF408...

By: _____

Name: Kevin Mahen

Title: President

ASSIGNEE:

KEKE'S FRANCHISE ORGANIZATION, LLC

By: Keke's, Inc., as

Manager
DocuSigned by:
Stephen Dunn
1696A24897DA468...

By: _____

Name: Stephen D. Dunn

Title: President

[Signature page to Trademark and Domain Name Assignment]

EXHIBIT A
Trademarks

- Keke's Service Mark for "Keke's," as depicted in the registration form, filed with the U.S. Patent and Trademark Office pursuant to Registration Number 3796963, with a registration date of June 1, 2010
- Keke's Word Mark for "Keke's Breakfast Café," as depicted in the registration form, filed with the U.S. Patent and Trademark Office pursuant to Registration Number 4651838, with a registration date of December 9, 2014
- Keke's Service Mark for "Keke's Breakfast Café," as depicted in the registration form, filed with the U.S. Patent and Trademark Office pursuant to Registration Number 4963656, with a registration date of May 24, 2016
- "Keke's Breakfast Café" trade name
- Keke's Breakfast Café logos as follows:

The logo features the word "keke's" in a large, bold, lowercase sans-serif font. Above the letters "k", "e", and "s" are three vertical bars of varying heights. Below "keke's" is the text "BREAKFAST CAFE" in a smaller, all-caps, spaced-out sans-serif font.The logo features the words "keke's breakfast cafe" in a lowercase, rounded sans-serif font. Above the letters "k", "e", and "s" are three vertical bars of varying heights.

- Content on Mykekes / Operations Manual
- Instagram Account for Keke's Breakfast Cafe
- Facebook Account and Listings for Keke's Breakfast Café
- Twitter Account for Keke's Breakfast Café
- Trade secrets and know-how, if any, related to the Business

EXHIBIT B
Domain Names

- Website known as “kekes.com”
- Registered domains:
 - GoDaddy
 - kekes.biz
 - kekes.cafe
 - kekes.co
 - kekes.fail
 - kekes.info
 - kekes.kitchen
 - kekes.menu
 - kekes.org
 - kekes.restaurant
 - kekes.review
 - kekes.reviews
 - kekes.training
 - Bluehost
 - kekes.com
 - eatatkekes.com
 - kekesdelivers.com
 - kekesdelivery.com
 - mykekes.com
 - kekesbreakfastcafe.com
 - kekescafe.com
 - k2-restaurants.com
 - kekesfordinner.com
 - United Domains
 - kekes.adult
 - kekes.porn
 - kekes.sex
 - kekes.sexy
 - kekes.sucks
 - kekes.xxx