

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/20/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrew's Sons, Inc.		09/06/2022	Corporation:
RECEIVING PARTY DATA			
Name:	H Spirit, LLC		
Street Address:	3452 University Avenue		
City:	Riverside		
State/Country:	CALIFORNIA		
Postal Code:	92501		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2546629	FARMER BOYS	
Registration Number:	1720523	FARMER'S BURGER	
Registration Number:	1686851	FARMER BOYS WORLD'S GREATEST HAMBURGERS	
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>			
Email:	steve.trubac@bcplaw.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:	09/09/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into as of September 7, 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 H Spirit, 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”).

RECITALS

WHEREAS, prior to and as of January 20, 2015 (“Assignment Date”), Assignor owned and used the marks in the trademark registrations listed on Exhibit A, and owned other transferable rights associated with the marks, including the good will of the business associated with said marks (collectively, the “Marks”);

WHEREAS, Assignor and Assignee are parties to an Assignment Agreement, whereby effective as of the Assignment Date, Assignor agreed to assign to Assignee all right, title and interest in and to the Marks;

WHEREAS, Assignor and Assignee desire to confirm the assignment of the Marks, as of the Assignment Date;

NOW THEREFORE, in consideration of 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. Assignor does hereby confirm that, as of the Assignment Date, it sold, assigned, and transferred to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all other countries, in, to and under the Marks, including any and all goodwill associated therewith, all registrations therefore, 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. Miscellaneous. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, 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 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 Assignment 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. 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.

WHEREFORE, the undersigned has caused this Trademark Assignment Agreement to be duly executed below on behalf of Assignor, on the date indicated.

ASSIGNOR:

ANDREW'S SONS, INC.

By: 

Name: George A. Havadjia

Title: Director

Date: September 6, 2022

Address: 3452 University Avenue, Riverside,
California 92501

ASSIGNEE:

H SPIRIT, 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	Country	App/Reg. No. Filing/Reg. Date	Intl' Class(es)
FARMER BOYS®	United States	2,546,629 March 12, 2002	42
FARMER'S BURGER®	United States	1,720,523 September 29, 1992	30
FARMER BOYS WORLD'S GREATEST HAMBURGERS & Design®  WORLD'S GREATEST HAMBURGERS ®	United States	1,686,851 May 12, 1992	42