

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762906

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|---|--|---------------------------------------|-------------------------|
| 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. | | 10/21/2022 | 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: 8 | | | |
| 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: | 4786068 | FARMER'S RESTAURANT | |
| Registration Number: | 3739313 | NOBODY DOES IT FRESHER | |
| 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: | 312-602-5000 | | |
| 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 | | |

CH \$215.00 6073441

| | |
|---|----------------|
| SIGNATURE: | /Steve Trubac/ |
| DATE SIGNED: | 10/22/2022 |
| Total Attachments: 3 source=ASI to Five Brothers IP LLC Trademark Assignment (October 2022)#page1.tif source=ASI to Five Brothers IP LLC Trademark Assignment (October 2022)#page2.tif source=ASI to Five Brothers IP LLC Trademark Assignment (October 2022)#page3.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into and made effective as of October 21, 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 and service marks listed on Exhibit A, attached hereto, and the good will of the business associated with 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 but not limited to 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, as applicable) 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.

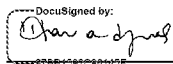
4. **Governing Law**. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether 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, including portable document format (PDF) and secure electronic signature (such as DocuSign), 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).

ASSIGNOR

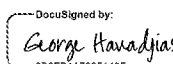
ANDREW'S SONS, INC.

By: 
Name: Haralambos A. Havadjia
Title: President
Date: 10/21/2022

Address: 3452 University Avenue, Riverside,
California 92501




ASSIGNEE

FIVE BROTHERS IP, LLC

By: 
Name: George A. Havadjia
Title: Manager's Representative
Date: 10/21/2022

Address: 3452 University Avenue, Riverside,
California 92501

Exhibit A**Registered Trademarks/Trademark Applications**

| | Trademark | Country | Reg. No. (Reg. Date) | Int'l Class(es) |
|---|--|----------------|---------------------------------|------------------------|
| 1 | FARMER BOYS BREAKFAST, BURGERS & MORE & Design®  | United States | 6073441 (June 9, 2020) | 43 |
| 2 | FARMER BOYS BREAKFAST, BURGERS & MORE & Design®  | United States | 6073440 (June 9, 2020) | 43 |
| 3 | FARMER BOYS BREAKFAST, BURGERS & MORE & Design®  | United States | 6073439 (June 9, 2020) | 43 |
| 4 | ALWAYS CRISPY FRIES® | United States | 6066852 (June 2, 2020) | 29 |
| 5 | FARM FOOD AIN'T FAST FOOD® | United States | 5665269 (January 29, 2019) | 43 |
| 6 | FARMBURGEROLOGY® | United States | 5451458 (April 24, 2018) | 35, 41 |
| 7 | FARMER'S RESTAURANT® | United States | 4786068 (August 4, 2015) | 43 |
| 8 | NOBODY DOES IT FRESHER® | United States | 3739313 (January 19, 2010) | 43 |