

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bone Daddy's, Inc.		09/28/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Take My Bones Holdings, LLC		
Doing Business As:	BONE DADDY'S HOUSE OF SMOKE		
Street Address:	2661 MIDWAY RD STE 105		
City:	CARROLLTON		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2471883	BONE DADDY'S	
Registration Number:	2947123	BONE DADDY'S HOUSE OF SMOKE	
Registration Number:	3497929	BONE DADDY'S	
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:	chelsea@foodbevlaw.com		
Correspondent Name:	Chelsea Masters		
Address Line 1:	8350 N Central Expy		
Address Line 4:	Dallas, TEXAS 75206		
NAME OF SUBMITTER:	Chelsea M Masters		
SIGNATURE:	/Chelsea M Masters/		
DATE SIGNED:	10/13/2022		
Total Attachments: 7			
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EXHIBIT E
INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made and entered into as of September 28, 2022, by and between Bone Daddy’s, Inc., a Texas corporation, Bone Daddy’s Holdings, LLC, a Texas limited liability company, Bone Daddy’s Arlington, LLC, a Texas limited liability company, Bone Daddy’s Lubbock, LLC, a Texas limited liability company, Bone Daddy’s Dallas, LLC, a Texas limited liability company, and Michael Leatherwood (collectively, the “*Sellers*”), and Take My Bones Holdings, LLC, a Texas limited liability company (“*Assignee*”). Any capitalized term not defined herein shall have the meaning ascribed to it in the Asset Purchase Agreement.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 23, 2022, by and among the Sellers and the Assignee (the “*Asset Purchase Agreement*”), the Sellers have agreed to assign to the Assignee certain “Intellectual Property,” as defined in the Asset Purchase Agreement, related to the “Bone Daddy’s House of Smoke” Business (the “*Intellectual Property*”), including but not limited to, business names, trademarks, domain names, and social media accounts;

WHEREAS, Bone Daddy’s, Inc. owns the business names, trademarks, trademark registrations and trademark applications identified on Schedule A to this Assignment, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing (collectively, the “*Trademarks*”);

WHEREAS, the Sellers own and have registered or caused to have registered the internet domain names identified on Schedule B hereto (collectively, the “*Domain Names*”) and is the current record owner of the registrations for the Domain Names,

WHEREAS, the Sellers own and maintain the social media accounts identified on Schedule C hereto (collectively, the “*Social Media Accounts*”) and is the current registered owner thereof, and

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Intellectual Property Assignment. The Sellers hereby generally assign, transfer, and convey to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of the Sellers’ right, title, and interest in and to all of the Intellectual Property, including any registrations and registration applications therefor, (ii) all of the Sellers’ protection of interests therein under the laws of any jurisdiction worldwide, (iii) all of the Sellers’ right to sue for and seek claims, damages and remedies against past, present, and future unauthorized use or theft of any of the Intellectual Property, and (iv) any and all of Sellers’ right to income, royalties, and payments now or hereafter due or payable with respect to the Intellectual Property, for the Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives.

2. Trademark Assignment. Without limiting the generality of the foregoing, Bone Daddy's, Inc. hereby specifically assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of the Sellers' right, title, and interest in and to the Business Names, Trademarks, including the trademarks and registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, (ii) all of the Sellers' rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, (iii) all of the Sellers' right to sue for and seek damages and remedies against past, present, and future infringements or dilution of any or all of the Trademarks, and (iv) any and all of Sellers' right to income, royalties, and payments now or hereafter due or payable with respect to the Trademarks, for the Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

3. Domain Names Assignment. The Sellers hereby specifically assign, transfer, and convey to the Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, all of the Sellers' right, title, and interest in and to the Domain Names, including the registrations and registration applications therefor and agrees to cooperate in any manner necessary to effect the transfer of the aforesaid domain names to the Assignee, including executing any necessary documents and/or unlocking the Domain Names, as may be necessary to complete the transfer of ownership to the Assignee.

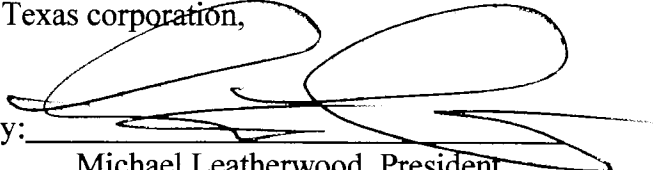
4. Social Media Account Assignment. The Sellers hereby specifically assign, transfer, and convey to the Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, all of the Sellers' right, title, and interest in and to the Social Media Accounts, including the registrations and registration applications therefor and all content appearing thereon, and agrees to cooperate in any manner necessary to effect the transfer of the aforesaid Social Media Accounts to the Assignee, including executing any necessary documents and/or providing any and all access information, as may be necessary to complete the transfer of ownership to the Assignee.

5. Cooperation. The Sellers further agree and covenant that they will execute or arrange for execution of such further assignment documents or other legal instruments and take other action as may be necessary or required from the Sellers, if any, to permit the Assignee to obtain recordation as needed of any documents relating to the foregoing assignments from the Sellers to the Assignee, including but not limited to country-specific or registration-specific assignment documents relating to any of the items identified in the Schedules attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ON BEHALF OF SELLERS:

BONE DADDY'S, INC.,
a Texas corporation,

By: 
Michael Leatherwood, President

ASSIGNEE:

TAKE MY BONES HOLDINGS, LLC
a Texas limited liability company,

By: Present House Management, LLC, its Manager

By: _____
Richard Thomas, Manager

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ON BEHALF OF SELLERS:


BONE DADDY'S, INC.,
a Texas corporation,

By: _____
Michael Leatherwood, President

ASSIGNEE:

TAKE MY BONES HOLDINGS, LLC
a Texas limited liability company,

By: Present House Management, LLC, its Manager

By:  _____
Richard Thomas, Manager

SCHEDULE A

**Assumed Names
Trademarks and Trademark Applications**

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner	Goods / Services
BONE DADDY'S	75/466,496	Apr 13 1998	2,471,883	Jul 24 2001	Bone Daddy's, Inc.	Class 42: Restaurant and bar services.
BONE DADDY'S HOUSE OF SMOKE	76/172,481	Nov 28 2000	2,947,123	May 10 2005	Bone Daddy's, Inc.	Class 25: Clothing, namely, t-shirts, hats and apparels advertising applicant's restaurant and catering food services.
BONE DADDY'S	77/235,091	Jul 20 2007	3,497,929	Sep 9 2008	Bone Daddy's, Inc.	Class 35: Online retail store services featuring gift cards. Class 43: Restaurant services; Catering Services.

SCHEDULE B

Domain Names

<https://bonedaddys.com/>

SCHEDULE C

Social Media Accounts

Twitter: https://twitter.com/bone_daddys

Instagram: https://www.instagram.com/bone_daddys/

FaceBook: <https://www.facebook.com/OfficialBoneDaddysPage>