

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PBS Brand Co., LLC		03/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	New PBS Brand Co., LLC		
Street Address:	5670 Greenwood Plaza Blvd, Floor 6 #600		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4306517	PUNCH BOWL SOCIAL	
Registration Number:	5474955	PUNCH BOWL SOCIAL	
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:	6504732629		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Scott Pink		
Address Line 1:	2765 Sand Hill Rd.		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	0619712.5		
NAME OF SUBMITTER:	Scott Pink		
SIGNATURE:	/Scott Pink/		
DATE SIGNED:	04/03/2023		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of March 17, 2021, is made and entered into by and among New PBS Brand Co, LLC, a Delaware limited liability company (“New Brand Co” and together with its permitted successors, designees and assigns, the “Buyer”), and PBS Brand Co., LLC, a Delaware limited liability company (“Brand Co” and together with its permitted successors, designees and assigns, the “Seller”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement, dated as of March 17, 2021 (the “Purchase Agreement”), by and among New Brand Co, Brand Co, Punch Bowl Social, Inc., a Delaware corporation (“PB Social”), Punch Bowl Arlington, LLC, a Delaware limited liability company (“PB Arlington”), Punch Bowl Atlanta Battery, LLC, a Delaware limited liability company (“PB Atlanta”), Punch Bowl Austin, LLC, a Delaware limited liability company (“PB Austin”), Punch Bowl Austin Congress, LLC, a Delaware limited liability company (“PB Austin Congress”), Punch Bowl Chicago West Loop, LLC, a Delaware limited liability company (“PB Chicago”), Punch Bowl Cleveland, LLC, a Delaware limited liability company (“PB Cleveland”), Punch Bowl Dallas Deep Ellum, LLC, a Delaware limited liability company (“PB Dallas”), Punch Bowl, LLC, a Colorado limited liability company (“PB Colorado”), Punch Bowl Indianapolis, LLC, a Delaware limited liability company (“PB Indianapolis”), Punch Bowl Minneapolis, LLC, a Delaware limited liability company (“PB Minneapolis”), Punch Bowl Ranchocucamonga, LLC, a Delaware limited liability company (“PB RC”), Punch Bowl Sacramento, LLC, a Delaware limited liability company (“PB Sacramento”), and Punch Bowl SanDiego, LLC, a Delaware limited liability company (“PB SanDiego” and together with (i) Brand Co, PB Social, PB Arlington, PB Atlanta, PB Austin, PB Austin Congress, PB Chicago, PB Cleveland, PB Dallas, PB Colorado, PB Indianapolis, PB, Minneapolis, PB RC, PB Sacramento and PB SanDiego, and (ii) each of their respective permitted successors, designees and assigns; provided, that, for the avoidance of doubt, for purposes of this Agreement, the terms “Buyer” and “Seller” have the meanings set forth above and not the meanings in the Purchase Agreement.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Purchase Agreement, Sellers thereunder have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets free and clear of all Liens (other than Permitted Liens);

WHEREAS, the Purchased Assets include the rights and benefits with respect to all trademarks and trademark applications which are set forth on Exhibit A attached hereto (collectively, the “Marks”), and

WHEREAS, Seller desires to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Seller’s right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, each of

Seller and Buyer (individually, a “Party” and collectively, the “Parties”), intending to be legally bound, hereby agree as follows:

1. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Marks.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Purchase Agreement and this Assignment.

3. This Assignment is being executed by Seller and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date set forth in the first paragraph of this Agreement at the time on that date provided in Section 2.8 of the Purchase Agreement.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws (substantive and procedural) of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other

than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws.

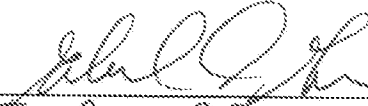
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Each of the Parties agrees that (a) any counterpart transmitted by electronic transmission shall be treated in all manner and respects as an original written document, (b) any such counterpart shall be considered to have the same binding and legal effect as an original document and (c) at the request of any Party, any such counterpart shall be re-delivered or re-executed, as appropriate, by the relevant Party or Parties in its original form. Each of the Parties further agrees that they will not raise the transmission of a counterpart by electronic transmission as a defense in any proceeding or action in which the validity of such counterpart is at issue and hereby forever waives such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

[Signature Page Follows]

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

SELLER:

PBS BRAND CO., LLC

By: 
Name: TED GAWN, CFP
Title: CEO

BUYER:

NEW PBS BRAND CO., LLC

By: _____
Name: Robert Cornog, Jr.
Title: Manager

[Signature Page to Trademark Assignment Agreement]

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

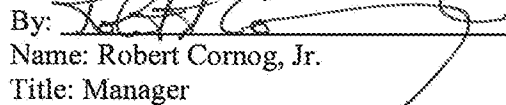
SELLER:

PBS BRAND CO., LLC

By: _____
Name:
Title:

BUYER:

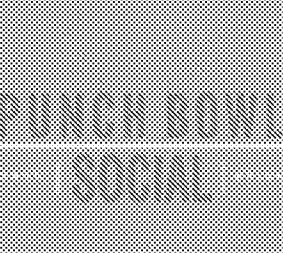
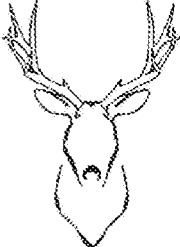

NEW PBS BRAND CO., LLC

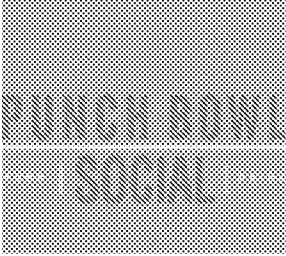


By:  _____
Name: Robert Cornog, Jr.
Title: Manager

[Signature Page to Trademark Assignment Agreement]

Exhibit A to Trademark Assignment Agreement

MARKS

Mark	General Description	APP NO.	REG NO.
PUNCH BOWL SOCIAL	Punch Bowl Social Canada Filed: 10/16/2017 Status: Pending Application No. 1862971 Registration No. TMA1052322 Owner: PBS Brand Co., LLC	1862971	TMA1052322
	Punch Bowl Social Food Drink & Teal Stag's Head Logo Canada Filed: 10/16/2017 Status: Registered Application No. 1862974 Registration No. TMA1052321 Owner: PBS Brand Co., LLC	1862974	TMA1052321
	Stag's Head Logo Canada Filed: 10/16/2017 Status: Registered Application No. 1862972 Registration No. TMA1072056 Owner: PBS Brand Co., LLC	1862972	TMA1072056
	Stag's Head Stamp Logo Canada Filed: 10/16/2017 Status: Registered Application No. 1862973 Registration No. TMA1052320 Owner: PBS Brand Co., LLC	1862973	TMA1052320
PUNCH BOWL SOCIAL	Punch Bowl Social China Filed: 6/23/2017 Status: Registered Application No. 1378032IR Registration No. 24951474 Owner: PBS Brand Co., LLC	1378032IR	24951474
PUNCH BOWL SOCIAL	Punch Bowl Social European Union (EUTM) Filed: 7/17/2018 Status: Registered Application No. 1378032IR Registration No. 1378032IR	1378032IR	1378032IR

	Owner: PBS Brand Co., LLC		
PUNCH BOWL SOCIAL	Punch Bowl Social USA Filed: 2/6/2012 Status: Registered Application No. 85534648 Registration No. 4306517 Owner: PBS Brand Co., LLC	85534648	4306517
PUNCH BOWL SOCIAL	Punch Bowl Social USA Filed: 10/17/2018 Status: Registered Application No. 87648363 Registration No. 5474955 Owner: PBS Brand Co., LLC	87648363	5474955
	Punch Bowl Social Food Drink & Teal Stag's Head Logo USA Filed: 5/8/2017 Status: Registered Application No. 87440490 Registration No. 5390016 Owner: PBS Brand Co., LLC	87440490	5390016
	Stag's Head Logo USA Filed: 4/17/2017 Status: Registered Application No. 87413613 Registration No. 5467231 Owner: PBS Brand Co., LLC	87413613	5467231
	Stag's Head Stamp Logo USA Filed: 4/17/2017 Status: Registered Application No. 87413626 Registration No. 5473032 Owner: PBS Brand Co., LLC	87413626	5473032
PUNCH BOWL SOCIAL	Punch Bowl Social WIPO Filed: 10/17/2017 Status: Registered Application No. 1378032IR Registration No. 1378032IR Owner: PBS Brand Co., LLC	1378032IR	1378032IR

[Signature Page to Trademark Assignment Agreement]