

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrews' Sons Inc.		05/31/2023	Corporation: CALIFORNIA
Five Brothers IP, LLC		05/31/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	H Spirit, LLC		
Street Address:	10845 Griffith Peak Dr.		
Internal Address:	Suite 200		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89135		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4536515		
Registration Number:	4536514		
Registration Number:	4617216	BARN BURNER	
Registration Number:	4730171	BACON BOY	
Registration Number:	4762064	FARM-TO-TABLE BURGERS	
Registration Number:	4807707	THE NATURAL	
Registration Number:	1936978	FARMERBOYS WORLD'S GREATEST	
Registration Number:	4865679	BIG CHEESE	
Registration Number:	2099413	FASTAURANT	
Registration Number:	5451458	FARMBURGEROLOGY	
Registration Number:	5665269	FARM FOOD AIN'T FAST FOOD	
Registration Number:	4786068	FARMER'S RESTAURANT	
Registration Number:	6066852	ALWAYS CRISPY FRIES	
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:	3739313	NOBODY DOES IT FRESHER	
		TRADEMARK	

OP \$440.00 4536515

CORRESPONDENCE DATA**Fax Number:** 9517880766*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.***Phone:** 9517889410**Email:** dcody@lp-attorneys.com**Correspondent Name:** Daniel R. Cody**Address Line 1:** 4160 Temescal Canyon Rd**Address Line 2:** Suite 202**Address Line 4:** Corona, CALIFORNIA 92883

NAME OF SUBMITTER:	Daniel R. Cody
SIGNATURE:	/Daniel Cody/
DATE SIGNED:	06/01/2023

Total Attachments: 11

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 31st day of May 2023 by Andrews' Sons Inc., a California corporation ("Assignor"), to H Spirit, LLC, a Nevada limited liability company ("Assignee"). Capitalized terms not herein defined shall have the meanings ascribed thereto in the Agreement (as herein defined).

WHEREAS, Assignor has agreed in an Acknowledgement and Agreement of even date herewith by and between Assignor and Assignee (the "Agreement") to assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Trademarks set forth on Schedule A hereto and all rights throughout the world corresponding to the Trademarks;

WHEREAS, Assignor is the registered owner of the Trademarks; and

WHEREAS, Assignee has agreed in the Agreement to accept from Assignor all of Assignor's right, title, and interest in, to and under said Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein and in the Agreement,), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's right, title, and interest in, to, and under the Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this Assignment or hereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of any Trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks 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, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark included in the Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, any and all documents provided by

Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of California applicable to agreements made and to be performed entirely within California, without regard to the conflicts of law principles thereof.

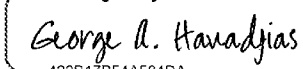
This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when all such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE

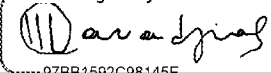
H SPIRIT, LLC

By Eleonas, LLC, Its Manager

By 
George A. Havadjia, Manager

ASSIGNOR

ANDREWS' SONS INC.

By 
Haralambos A. Havadjia, President

SCHEDULE A

TRADEMARKS

Mark	Registration Number
scarecrow I	4536515
scarecrow II	4536514
Bacon Burner	4617216
Bacon Boy	4730171
Farm-to-Table Burgers	4762064
The Natural	4807707
FarmerBoys World's Greatest	1936978
Big Cheese	4865679
Fastaurant	2099413

Schedule A
Trademark Assignment

TRADEMARK
REEL: 008089 FRAME: 0452

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 31st day of May 2023, by Five Brothers IP, LLC, a Nevada limited liability company ("Assignor"), to H Spirit, LLC, a Nevada limited liability company ("Assignee"). Capitalized terms not herein defined shall have the meanings ascribed thereto in the Agreement (as herein defined).

WHEREAS, Assignor has agreed in an Acknowledgement and Agreement of even date herewith by and between Assignor and Assignee (the "Agreement") to assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Trademarks set forth on Schedule A hereto and all rights throughout the world corresponding to the Trademarks;

WHEREAS, Assignor is the registered owner of the Trademarks; and

WHEREAS, Assignee has agreed in the Agreement to accept from Assignor all of Assignor's right, title, and interest in, to and under said Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein and in the Agreement,), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's right, title, and interest in, to, and under the Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this Assignment or hereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of any Trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks 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, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark included in the Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, any and all documents provided by

Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of California applicable to agreements made and to be performed entirely within California, without regard to the conflicts of law principles thereof.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when all such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE

H SPIRIT, LLC

By Eleonas, LLC, Its Manager

By George A. Havadjia
George A. Havadjia, Manager

ASSIGNOR

FIVE BROTHERS IP, LLC

By Eleonas, LLC, Its Manager

By George A. Havadjia
George A. Havadjia, Manager

SCHEDULE A**TRADEMARKS**

Mark	Registration Number
Farmburgerology	5451458
Farm Food Ain't Fast Food	5665269
Farmer's Restaurant	4786068
Always Crispy Fries	6066852
Farmer Boys Breakfast, Burgers, & More	6073441
Farmer Boys Breakfast, Burgers, & More	6073440
Farmer Boys Breakfast, Burgers, & More	6073439
Nobody Does It Fresher	3739313
Farmer Boys	IR 1185465
Farmer Boys	W01185465
Farmer Boys	UK00801185465

Schedule A
Trademark Assignment

TRADEMARK
REEL: 008089 FRAME: 0455

ACKNOWLEDGMENT AND AGREEMENT

Re: H Spirit Trademarks

H Spirit, LLC, an Nevada limited liability company (“H Spirit”), Five Brothers IP, LLC, an Nevada limited liability company (“Five Brothers”), and Andrews’ Sons, Inc., a California corporation (“Andrews’ Sons”) hereby enter into this Acknowledgment and Agreement as of May 31, 2023.

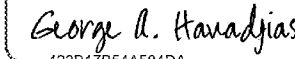
WHEREAS, certain trademarks, listed on Exhibit A and Exhibit B hereto, respectively (together, the “Trademarks”), were erroneously registered with the United States Patent and Trademark Office (USPTO) in the name of Andrews’ Sons Inc., a California corporation (“Andrews’ Sons”), and Five Brothers IP, respectively, as the owners thereof; and

WHEREAS, all such Trademarks are owned by H Spirit and should have been registered in H Spirit’s name.

IT IS HEREBY AGREED, that Andrews’ Sons and Five Brothers shall each execute an Assignment of Trademarks, in the respective forms attached hereto as Exhibit C and Exhibit D, to assign the Trademarks to H Spirit, and will submit all necessary forms to the USPTO to effectuate such assignment of the Trademarks to H Spirit with the USPTO.

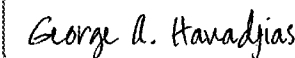
H SPIRIT, LLC

By Eleonas, LLC, Its Manager

By 
422B17B54A584DA...
George A. Havadjia, Manager

FIVE BROTHERS IP, LLC

By Eleonas, LLC, Its Manager

By 
422B17B54A584DA...
George A. Havadjia, Manager

ANDREWS’ SONS INC.

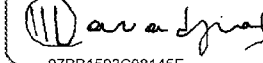
By 
97BB1592C98145E...
Haralambos A. Havadjia, President

EXHIBIT A

Andrews' Sons, Inc. Trademarks

Mark	Registration Number
scarecrow I	4536515
scarecrow II	4536514
Bacon Burner	4617216
Bacon Boy	4730171
Farm-to-Table Burgers	4762064
The Natural	4807707
FarmerBoys World's Greatest	1936978
Big Cheese	4865679
Fastaurant	2099413

EXHIBIT B**Five Brothers IP, LLC Trademarks**

Mark	Registration Number
Farmburgerology	5451458
Farm Food Ain't Fast Food	5665269
Farmer's Restaurant	4786068
Always Crispy Fries	6066852
Farmer Boys Breakfast, Burgers, & More	6073441
Farmer Boys Breakfast, Burgers, & More	6073440
Farmer Boys Breakfast, Burgers, & More	6073439
Nobody Does It Fresher	3739313
Farmer Boys	IR 1185465
Farmer Boys	W01185465
Farmer Boys	UK00801185465

EXHIBIT B**TRADEMARK
REEL: 008089 FRAME: 0458**

EXHIBIT C

Andrews' Sons, Inc. Assignment of Trademarks

EXHIBIT C

**TRADEMARK
REEL: 008089 FRAME: 0459**

EXHIBIT D

Five Brothers IP, LLC Assignment of Trademarks

EXHIBIT D