

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Craig Holdings, Inc. by Don A. Beskrone, Chapter 7 Trustee		06/13/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JCR Holdings II, LLC		
Street Address:	1100 Virginia Drive, Suite 175		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2760695	JENNY CRAIG	
Registration Number:	4735712	JENNY CRAIG	
Registration Number:	5481840	JENNY CRAIG TYPE 2	
Registration Number:	5669253	RAPID 16	
Registration Number:	6130839	RAPID RESULTS	
Registration Number:	6755237	JENNY CRAIG RECHARGE BAR	
Serial Number:	90138836	RECHARGE BY JENNY CRAIG	
Serial Number:	97134992	RECHARGE	
Serial Number:	97134989	JENNY CRAIG RECHARGE	
Serial Number:	97134998	JENNY CRAIG RECHARGE FRESH	
Serial Number:	97165021	MAX	
Serial Number:	97165024	MAX UP	
Serial Number:	97666782	JENNY FRESH	
Serial Number:	97666795	JENNY FRESH	
Serial Number:	87726795	RAPID RESULTS	
Serial Number:	90319944	RAPID RESULTS MAX	
Serial Number:	90319946	RAPID RESULTS MAX	
Serial Number:	90319947	RAPID RESULTS MAX	

OP \$465.00 2760695

CORRESPONDENCE DATA**Fax Number:** 2023448300

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: 2023444976**Email:** trademarkdocket@venable.com, RLiebowitz@venable.com, JRCady@venable.com**Correspondent Name:** Rebecca Liebowitz**Address Line 1:** P.O. Box 34385**Address Line 2:** c/o Venable LLP**Address Line 4:** Washington, D.C. 20043

NAME OF SUBMITTER:	James R. Cady
SIGNATURE:	/JRCady/
DATE SIGNED:	06/27/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment Agreement**”), dated as of June 13, 2023 (the “**Effective Date**”), is entered into by and between Don A. Beskrone, solely in his capacity as Chapter 7 Trustee of Debtor JC USA, Inc., JC Franchising, Inc., Craig Holdings, Inc., Jenny C Acquisition, Inc., Jenny C Intermediate Holdings, Inc. and Jenny C Holdings, LLC (the “**Assignor**”), and JCR Holdings II, LLC, a Delaware limited liability company (the “**Assignee**”).

A. On May 5, 2023 (the “**Petition Date**”), JC USA, Inc., JC Franchising, Inc., Craig Holdings, Inc., Jenny C Acquisition, Inc., Jenny C Intermediate Holdings, Inc. and Jenny C Holdings, LLC (collectively, “**Debtor**”) filed a voluntary petition under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

B. The Assignor been appointed to serve as chapter 7 trustee for Debtor in its bankruptcy case (jointly administered Case No. 23-10585 (JKS)) (the “**Bankruptcy Case**”).

C. Pursuant to that certain Asset Purchase Agreement between Assignor, Assignee and Encina Private Credit SPV, LLC dated as of May 25, 2023 (as it may be amended, restated or otherwise modified from time to time, the “**Purchase Agreement**”), the parties have agreed that Assignor will convey, contribute, transfer and assign to Assignee, and Assignee will accept and assume from Assignor, free and clear of all Liens, certain Purchased Assets (as defined in the Purchase Agreement), including the intellectual property assets listed at Schedule 1.01 thereof (the “**Purchased Intellectual Property**”), subject to the terms and conditions set forth in the Purchase Agreement and in accordance with sections 363 of the Bankruptcy Code.

D. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transaction contemplated by the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Assignee all of Debtor’s worldwide right, title and interest in and to the Purchased Intellectual Property, including without limitation:

(a) all worldwide right, title and interest in and to all of the following, solely to the extent included in the Purchased Intellectual Property:

(i) all issued patents, patent applications and industrial designs (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, all rights to claim priority of any of the foregoing, all patents that may be granted on any of the foregoing and any other counterparts thereto worldwide, and all applications for patents, utility models and

designs that may hereafter be filed for in any country or countries other than the United States of America, together with the right to file such applications under the Patent Laws of the United States of America, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(ii) trademarks, service marks, logos, trade dress, slogans, tag lines, trade names, fictitious names, both registered and unregistered, including all registrations and applications identified in Exhibit A (the "**Trademarks**"), together with the common law rights in and goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals and extensions of, any of the foregoing, and all rights to any consent to use or register, co-existence or similar agreement related to any of the foregoing, and the ongoing and existing business of Debtor to which the Trademarks pertain;

(iii) copyrights and works of authorship (including software, but not third party software), database rights and design rights, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing and all moral rights associated with any of the foregoing;

(iv) internet domain names, including those domain names identified in Exhibit B (the "**Domain Names**," which Assignor shall, upon execution of this Assignment Agreement, place in "unlocked" status and provide to Assignee or its designees the applicable transfer authorization codes for each such Domain Name) and social media accounts, channels, handles and user names, and all passwords and other access credentials for any of the foregoing, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights, and including the Jenny Craig mobile app;

(v) Vanity phone numbers and all access credentials therefore;

(vi) mask works, and all registrations, applications for registration, and renewals thereof;

(vii) trade secrets and other proprietary and confidential information, including, know-how, inventions (whether or not patentable), invention disclosures, ideas, developments, designs, drawings, algorithms, analyses, data analytics, source code, artificial intelligence technologies, including machine learning and deep learning models and technologies, proprietary templates and models, product recipes and formulae, product specifications, discoveries, improvements, technology, devices, compositions, business and technical information, databases, data compilations and collections, tools, methods, processes, research and development, manufacturing and production processes, testing data, techniques, customer lists, supplier lists, employee lists and information, pricing and cost information and business and

marketing plans and proposals, market surveys, marketing know-how, and other confidential and proprietary information and all rights therein;

(viii) all proprietary code and software, in object and source code form, and all related documentation; and

(ix) all other intellectual property or industrial property rights in any of the foregoing), the same to be held and enjoyed by Assignee, its successors and assigns;

(b) all of Debtor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Purchased Intellectual Property in the name of the Assignee, its successors and assigns; and

(c) all rights to sue or recover and retain damages for past, present, and future infringement, dilution, misappropriation or other violation of any of the Purchased Intellectual Property in Assignee's own name, and to collect and retain any damages recovered thereby, and to obtain equitable and injunctive relief therefore.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights in the United States Copyright Office and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Upon execution of this Assignment Agreement, Assignor shall, and will cause Debtor to, deliver to Assignee or its designees any files relating to the Purchased Intellectual Property in Assignor's or Debtor's possession and Assignor shall instruct its and Debtor's agents to deliver files in the possession of such agents and identify such agents to Assignee. Assignor shall use its commercially reasonable efforts to take all actions necessary or appropriate to consummate the transaction contemplated by this Assignment Agreement, including the execution and delivery of any assignments or other documents as reasonably required to confirm, perfect or record this Assignment Agreement or Assignee's ownership of any of the Purchased Intellectual Property.

5. Attorney in Fact. Solely for the purposes of this Assignment Agreement, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any such documents, applications and to do all other lawfully permitted acts to carry out the intent of this Assignment, to record this Assignment with applicable governmental authorities, and to further the prosecution and issuance of patents, copyright, trademark and mask work registrations with the same legal force and effect as if executed by Assignor, if the Assignee is unable because of Assignor's unavailability, dissolution, incapacity, or for any other reason, to secure Assignor's signature for the purpose of confirming or recording this Assignment or applying for or pursuing any application for any United States or foreign patents or mask work or copyright or trademark registrations covering the Intellectual Property

6. General.

(a) Entire Agreement. This Assignment Agreement and the Purchase Agreement and other Ancillary Agreements constitute the sole and entire agreement of the parties

to this Assignment Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Assignment Agreement and those in the Purchase Agreement, the statements in the body of the Purchase Agreement will control.

(b) Severability. Whenever possible, each provision of this Assignment Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment Agreement, and the parties will amend or otherwise modify this Assignment Agreement to replace any prohibited or invalid provision with an effective and valid provision that gives effect to the intent of the parties to the maximum extent permitted by applicable Law.

(c) Successors and Assigns. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Headings. The headings in this Assignment Agreement are for reference only and shall not affect the interpretation of this Assignment Agreement.

(e) Amendment and Modification; Waiver. This Assignment Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Assignment Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Assignment Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the Bankruptcy Code, applicable Bankruptcy Rules and the internal, substantive laws of the State of Delaware without regard to any state's choice or conflicts of laws provisions.

(g) Venue. Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court for such purposes and will receive notices at such locations as indicated in Section 12.8 of the Purchase Agreement; provided, however, that if the Bankruptcy Cases have been closed pursuant to Section 350 of the Bankruptcy Code, and the Bankruptcy Court refuses to reopen the Bankruptcy Case, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of Delaware sitting in Wilmington, Delaware for the resolution of any such claim or dispute

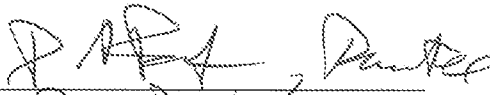
(h) Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed

to be one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

[SIGNATURE PAGE FOLLOWS]

Signed by the parties on the date(s) set forth below.

**DON A. BESKRONE, solely in his capacity as
Chapter 7 Trustee of Debtor JC USA, Inc., JC
Franchising, Inc., Craig Holdings, Inc., Jenny C
Acquisition, Inc., Jenny C Intermediate
Holdings, Inc. and Jenny C Holdings, LLC**

By: 
Name: Don Beskrone
Title: Chapter 7 Trustee

JCR HOLDINGS II, LLC

By: _____
Name:
Title:

Signed by the parties on the date(s) set forth below.

**DON A. BESKRONE, solely in his capacity as
Chapter 7 Trustee of Debtor JC USA, Inc., JC
Franchising, Inc., Craig Holdings, Inc., Jenny C
Acquisition, Inc., Jenny C Intermediate
Holdings, Inc. and Jenny C Holdings, LLC**

By: _____
Name:
Title:

JCR HOLDINGS II, LLC

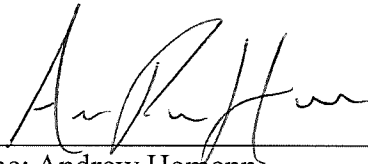
By:  _____
Name: Andrew Homann
Title: Duly authorized agent and attorney in fact of
JCR Holdings II, LLC with power of attorney to
execute this Intellectual Property Assignment on
behalf of JCR Holdings II, LLC

EXHIBIT A

MARKS

United States of America	RECHARGE BY JENNY CRAIG	90/138836	26-Aug-20		
United States of America	RECHARGE	97/134992	19-Nov-21		
United States of America	JENNY CRAIG RECHARGE	97/134989	19-Nov-21		
United States of America	JENNY CRAIG RECHARGE FRFESH (Stylized)	97/134998	19-Nov-21		
United States of America	MAX	97/165021	09-Dec-21		
United States of America	MAX UP	97/165024	09-Dec-21		
United States of America	JENNY FRESH	97/666782	07-Nov-22		
United States of America	JENNY FRESH & Design	97/666795	07-Nov-22		
United States of America	RAPID RESULTS & Design	87/726795	19-Dec-17		
United States of America	RAPID RESULTS MAX	90/319944	15-Nov-20		
United States of America	RAPID RESULTS MAX	90/319946	15-Nov-20		

United States of America	RAPID RESULTS MAX	90/319947	15-Nov-20		
United States of America	JENNY CRAIG	76/194252	12-Jan-01	2760695	09-Sep-03
United States of America	JENNY CRAIG TYPE 2 (Stylized)	87/193781	05-Oct-16	5481840	29-May-18
United States of America	JENNY CRAIG (Stylized)	85/825677	17-Jan-13	4735712	12-May-15
United States of America	RAPID 16	87/941726	30-May-18	5669253	05-Feb-19
United States of America	RAPID RESULTS & Design	87/978439	19-Dec-17	6130839	18-Aug-20
United States of America	JENNY CRAIG RECHARGE BAR (Stylized)	90/235506	05-Oct-20	6755237	07-Jun-22