

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genghis grill franchise concepts, LP		08/01/2023	Limited Partnership:
RECEIVING PARTY DATA			
Name:	GENGHIS GRILL FRANCHISE LLC		
Street Address:	755 Schneider Drive		
City:	South Elgin		
State/Country:	ILLINOIS		
Postal Code:	60177		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78156047	BUILD YOUR OWN BOWL	
Serial Number:	85332507		
Serial Number:	86027760	GENGHIS GRILL BUILD YOUR OWN STIR FRY	
Serial Number:	77018322	GENGHIS GRILL THE MONGOLIAN STIR FRY	
Serial Number:	77018320	KHAN'S KASH	
Serial Number:	77018321	KHAN'S REWARDS	
Serial Number:	97371968	FLAT TOP GRILL EAT ADVENTUROUSLY	
Serial Number:	97627116	GENGHIS GRILL STIR-FRIED BOWLS	
Serial Number:	97722950	SAUCE. TOSS. PULL	
Serial Number:	97627113	VALUEBOWLS	
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:	sslamans@momkus.com		
Correspondent Name:	Savannah Slamans		
Address Line 1:	1001 Warrenville Road, Suite 500		
Address Line 2:	Suite 500		
Address Line 4:	Lisle, ILLINOIS 60532		

OP \$265.00 78156047

NAME OF SUBMITTER:	Savannah Slamans
SIGNATURE:	/ss/
DATE SIGNED:	08/11/2023
Total Attachments: 12 source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page1.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page2.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page3.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page4.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page5.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page6.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page7.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page8.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page9.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page10.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page11.tif source=Intellectual Property Assignment Agreement (GGFC to GG Newco) - FULLY EXECUTED#page12.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into this [August 1], 2023, by and between Genghis Grill Franchise LLC, a Nevada limited liability company ("GG NEWCO" or the "Assignee"), and Genghis Grill Franchise Concepts, LP, a Texas limited partnership ("GGFC" or the "Assignor").

RECITALS

WHEREAS, in connection with an Asset Contribution and Exchange Agreement (the "Contribution Agreement") dated March 31, 2023 by and between Assignor and Assignee, Assignor shall contribute substantially all of the assets of Assignor (the "Business") to Assignee, as set forth therein; and

WHEREAS, as a condition to Closing (as such term is defined in the Contribution Agreement), and subject to the terms of the Contribution Agreement, the parties have agreed to execute and deliver this Agreement setting forth various terms with respect to the Assigned Intellectual Property (as defined below);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE I. DEFINITIONS.

1.1. The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

"**Assigned Agreements**" means the assigned intellectual property licensing agreements as set forth on Exhibit A.

"**Assigned Copyrights**" means (a) the copyright registrations granted by and applications for copyright registration submitted to the United States Copyright Office listed on Exhibit B hereto, (b) any and all unregistered copyrights of Assignor, together with the goodwill of the business pertaining thereto.

"**Assigned Intellectual Property**" means, collectively, (a) the Assigned Copyrights, (b) the Assigned Patents, (c) the Assigned Trademarks, and (d) the goodwill and all other intangible assets currently owned by the Assignor associated with the Assignor's Business, including, without limitation, if and to the extent in existence, any and all trade secrets, recipes, branding, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods, and processes.

"**Assigned Patents**" means the patents and patent applications listed on Exhibit C attached hereto, including U.S. Patent Applications currently filed and U.S. Patents issuing on any of the above-mentioned applications.

"**Assigned Trademarks**" means (i) the trademarks listed on Exhibit D hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby.

- 1.2. Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Contribution Agreement.

ARTICLE II. ASSIGNMENT.

- 2.1. **Assignment.** In accordance with the consideration and other terms and conditions set forth in the Contribution Agreement, Assignor hereby conveys, sells, transfers and assigns to Assignee all of Assignor's rights, titles and interests throughout the world in and to (a) the Assigned Intellectual Property, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Intellectual Property, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property, and (d) all rights to sue for past, present, and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Intellectual Property, and including any priority right that may have arisen from Assignor's use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property).
- 2.2. **License Agreements.** In accordance with the terms and conditions of the Contribution Agreement, Assignor hereby conveys, sells, transfers and assigns to Assignee all of Assignor's rights and obligations under the Assigned Agreements, if any and to the extent assignable, and Assignee accepts such assignment and assumes and agrees to pay and perform, when due, all obligations under the Assigned Agreements.
- 2.3. **Authorization.** Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Copyrights, Assigned Patents, and Assigned Trademarks.
- 2.4. **Further Assurances.** Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles, and interests assigned to Assignee pursuant to this Agreement.

ARTICLE III. MISCELLANEOUS PROVISIONS.

- 3.1. **Assignability.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and permitted assigns.
- 3.2. **Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the

waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. Neither the failure of any party hereto to exercise any right, power or remedy provided under this Agreement or insist upon compliance by any other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver by such party of its right to exercise any such right, power, or remedy or to demand such compliance.

- 3.3. Notices.** Any notice, demand, consent or other communication required or permitted to be given under this Agreement shall be in writing and be given (and deemed to have been duly given upon delivery or receipt), (i) as set forth in the Contribution Agreement or (ii) to such other address as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above. Rejection or other refusal to accept or the inability for delivery to be effected because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver. Nothing in this Section 3.3 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal or administrative arising out of or in connection with this Agreement.
- 3.4. Governing Law.** This Agreement, and any dispute arising out of, relating to, or in connection with this Agreement, shall be governed by and construed in accordance with the laws 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 of any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
- 3.5. Enforcement.** Each of the parties to this Agreement irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising under this Agreement, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising under this Agreement brought by the other party to this Agreement or its successors or assigns shall be brought and determined in state or federal court sitting in the State of Delaware. Each of the parties to this Agreement hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties to this Agreement hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 3.5; (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (c) to the fullest extent permitted by the law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum; (ii) the venue of such suit, action or proceeding is improper; or (iii) this Agreement, or the subject matter of

this Agreement, may not be enforced in or by such courts. Each of Assignor and Assignee hereby agrees that service of any process, summons, notice, or document by U.S. registered mail to the respective addresses set forth in Section 3.3 shall be effective service of process for any proceeding arising out of, relating to, or in connection with this Agreement.

- 3.6. Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
- 3.7. Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is held by a court of law to be in violation of an applicable local, state, or federal ordinance, statute, law administrative, or judicial decision, public policy or for any other reason, and if such court should declare such provision of this Agreement to be illegal, invalid, unlawful, void, voidable, or unenforceable as written, then such provision shall be given full force and effect to the fullest extent that is legal, valid, and enforceable, the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable provision was not contained herein, and the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect. If any provision is held to be unenforceable, the court making such determination shall have the power to, and shall, modify such provision to the minimum extent necessary to make such provision, as so modified, enforceable, and such provision shall then be applicable in such modified form. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event that such court does not exercise the power granted to it in the prior sentence, the parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable term.
- 3.8. Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the parties or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- 3.9. Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

- 3.10. Entire Agreement.** This Agreement, together with the Contribution Agreement, constitute the entire agreement with respect to the subject matter herein and supersede all oral agreements and understandings and all written agreements prior to the date hereof between or on behalf of the parties.
- 3.11. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures transmitted electronically by portable document format (.pdf) file, facsimile or other method of electronic transmission (including DocuSign®) shall be binding for all purposes hereof.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR

Genghis Grill Franchise Concepts, LP

By: Manish Patel
Printed Name: Manish Patel
Title: Authorized Officer

ASSIGNEE

Genghis Grill Franchise LLC

By: _____
Printed Name: Gregg Majewski
Title: Manager

[Signature Page]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR

Genghis Grill Franchise Concepts, LP

By: _____
Printed Name: Manish Patel
Title: Authorized Officer

ASSIGNEE

Genghis Grill Franchise LLC

By:  _____
Printed Name: Gregg Majewski
Title: Manager

[Signature Page]

Exhibit A

Assigned Agreements

License Agreements between Genghis Grill Franchise Concepts, LP (“GGFC”) and Grill Group 2017 and Grill Operations 2017 for all Trademarks owned by GGFC.

Exhibit B
Copyrights

None

**Exhibit C
Patents**

Trademark	Country	Serial No.	Filing Date	Application No.	Reg. No. / Reg. Date	Owner
FOOD PRESENTATION METHOD AND SYSTEM	United States of America	7,156,207	November 18, 2003	10/716,052	January 2, 2007	Genghis Grill Franchise Concepts, LP

**Exhibit D
Trademarks**

Trademark	Country	Serial No.	Filing Date	Registration No.	Reg. Date	Owner
BUILD YOUR OWN BOWL and Design	United States of America	78156047	Aug 20, 2002	2724382	Jun 10, 2003	GENGHIS FRANCHISE CONCEPTS, LP
Design only (trade dress)	United States of America	85332507	May 27, 2011	4170356	Jul 10, 2012	Genghis Grill Franchise Concepts, LP
GENGHIS GRILL BUILD YOUR OWN STIR FRY & Design	United States of America	86027760	Aug 2, 2013	4513829	Apr 15, 2014	Genghis Grill Franchise Concepts, LP
GENGHIS GRILL THE MONGOLIAN STIR FRY & Design	United States of America	77018322	Oct 11, 2006	3273671	Aug 7, 2007	Genghis Grill Franchise Concepts, LP
KHAN'S KASH	United States of America	77018320	Oct 11, 2006	3273669	Aug 7, 2007	Genghis Grill Franchise Concepts, LP
KHAN'S REWARDS	United States of America	77018321	Oct 11, 2006	3273670	Aug 7, 2007	Genghis Grill Franchise Concepts, LP

TRADEMARK APPLICATIONS

Trademark	Country	Serial No.	Application Date	Registration No.	Reg. Date	Owner
FLAT TOP GRILL EAT ADVENTUROUSLY	United States of America	97371968	Apr 20, 2022	N/A	N/A	Genghis Grill Franchise Concepts, LP

GENGHIS GRILL STIR-FRIED BOWLS	United States of America	97627116	Oct 11, 2022	N/A	N/A	Genghis Grill Franchise Concepts, LP
Sauce. Toss. Pull	United States of America	97722950	Dec 19, 2022	N/A	N/A	Genghis Grill Franchise Concepts, LP
VALUEBOWLS	United States of America	97627113	Oct 11, 2022	N/A	N/A	Genghis Grill Franchise Concepts, LP