

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM860860

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the schedule of trademarks attached to the trademark assignment previously recorded on Reel 008282 Frame 0386. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Qdoba Restaurant Corporation		11/28/2023	Corporation: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	Qdoba Franchisor LLC
<b>Street Address:</b>	350 Camino del La Reina, 4th Floor
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92108
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4994684	CHOOSE FLAVOR
Registration Number:	2876701	
Registration Number:	4830983	KNOCKOUT TACOS
Registration Number:	2831477	NAKED BURRITO
Registration Number:	2462773	QDOBA
Registration Number:	4819478	QDOBA MEXICAN EATS
Registration Number:	4833275	QDOBA MEXICAN EATS
Registration Number:	2452146	QDOBA MEXICAN GRILL
Registration Number:	2574316	QDOBA MEXICAN GRILL
Registration Number:	4227729	QDOBA MEXICAN GRILL
Registration Number:	4964072	QDOBA
Registration Number:	4344272	QUESOFY
Registration Number:	5571847	UNITED BY FLAVOR
Registration Number:	5784766	QTEXT
Registration Number:	5974017	QDOBA STANDS FOR FLAVOR
Registration Number:	6154219	BIG FLAVORS. BOLD RETURNS.
Registration Number:	6667168	Q-GO-BOX

OP \$640.00 4994684

Property Type	Number	Word Mark
Registration Number:	6447460	BOO-GO
Registration Number:	6885816	MAKING THE WORLD A MORE FLAVORFUL PLACE
Serial Number:	88131298	Q-CASH
Serial Number:	90795249	PURE GOLD BY QDOBA
Serial Number:	97335149	IN CHEESE WE CRUST
Serial Number:	97442715	QUESOPOCKET
Serial Number:	97468653	LOADED GOLD QUESOS
Serial Number:	98233725	BOOGO

**CORRESPONDENCE DATA**

**Fax Number:** 9497609502  
*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:** 9497600404  
**Email:** efilng@knobbe.com  
**Correspondent Name:** KNOBBE MARTENS OLSON & BEAR LLP  
**Address Line 1:** 2040 Main Street, 14th Floor  
**Address Line 2:** c/o Steven J. Nataupsky  
**Address Line 4:** Irvine, CALIFORNIA 92614

<b>ATTORNEY DOCKET NUMBER:</b>	QDOBA.227GEN
<b>NAME OF SUBMITTER:</b>	Steven J. Nataupsky
<b>SIGNATURE:</b>	/Steven J. Nataupsky/
<b>DATE SIGNED:</b>	12/13/2023

**Total Attachments: 10**  
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Electronic Trademark Assignment System

# Confirmation Receipt

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Qdoba Restaurant Corporation		11/28/2023	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Qdoba Franchisor LLC		
<b>Street Address:</b>	350 Camino del La Reina, 4th Floor		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92108		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4994684	CHOOSE FLAVOR	
<b>Registration Number:</b>	2876701		
<b>Registration Number:</b>	4830983	KNOCKOUT TACOS	
<b>Registration Number:</b>	2831477	NAKED BURRITO	
<b>Registration Number:</b>	2462773	QDOBA	
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**Address Line 4:** Irvine, CALIFORNIA 92614

<b>ATTORNEY DOCKET NUMBER:</b>	QDOBA.227GEN
<b>NAME OF SUBMITTER:</b>	Steven J. Nataupsky
<b>Signature:</b>	/Steven J. Nataupsky/
<b>Date:</b>	12/07/2023

**Total Attachments: 13**  
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**RECEIPT INFORMATION**

**ETAS ID:** TM859501  
**Receipt Date:** 12/07/2023  
**Fee Amount:** \$640

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of November 28, 2023, by and between Qdoba Restaurant Corporation, a Colorado corporation located at 350 Camino del La Reina, 4th Floor, San Diego, CA 92108, ("Assignor"), and Qdoba Franchisor LLC, a Delaware limited liability company located at 350 Camino del La Reina, 4th Floor, San Diego, CA 92108 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (the "Agreement"), Assignor has Transferred all right, title and interest in and to its Conveyed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to Assignor's Conveyed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office and the Canadian Intellectual Property Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably Transfers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the date hereof

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the Transfer of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the applicable Conveyed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

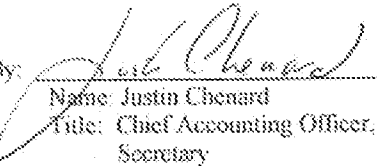
*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

QDOBA RESTAURANT CORPORATION, as  
Assignor

By:   
Name: Justin Chenard  
Title: Chief Accounting Officer

QDOBA FRANCHISOR LLC, as Assignee



By:   
Name: Justin Chenard  
Title: Chief Accounting Officer, Treasurer &  
Secretary

*Signature Page to Trademark Assignment (U.S.)*




**Schedule 1  
Trademarks**

#	Country	Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Applicant or Registrant
1.	USA	BIG FLAVORS. BOLD RETURNS.	88/300,106 2/13/2019	6,154,219 9/15/2020	Qdoba Restaurant Corporation
2.	USA	BOO-GO	90/311,226 11/10/2020	6,447,460 8/10/2021	Qdoba Restaurant Corporation
3.	USA	BOOGO	98/233,725 10/20/2023		Qdoba Restaurant Corporation
4.	USA	CHOOSE FLAVOR	86/661,441 6/12/2015	4,994,684 7/5/2016	Qdoba Restaurant Corporation
5.	USA	IN CHEESE WE CRUST	97/335,149 3/28/2022		Qdoba Restaurant Corporation
6.	USA	KNOCKOUT TACOS	86/548,616 2/27/2015	4,830,983 10/13/2015	Qdoba Restaurant Corporation
7.	USA	LOADED GOLD QUESOS	97/468,653 6/21/2022		Qdoba Restaurant Corporation

#	Country	Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Applicant or Registrant
8.	USA	MAKING THE WORLD A MORE FLAVORFUL PLACE	90/634,782 4/9/2021	6,885,816 10/25/2022	Qdoba Restaurant Corporation
9.	USA	NAKED BURRITO	76/471,448 11/20/2002	2,831,477 4/13/2004	Qdoba Restaurant Corporation
10.	USA		90/795,249 6/25/2021		Qdoba Restaurant Corporation
11.	USA	Q-CASH	88/131,298 9/25/2018		Qdoba Restaurant Corporation
12.	USA	Q-GO-BOX	88/340,693 3/14/2019	6,667,168 3/8/2022	Qdoba Restaurant Corporation
13.	USA	QDOBA	75/841,758 11/5/1999	2,462,773 6/19/2001	Qdoba Restaurant Corporation
14.	USA		86/772,766 9/29/2015	4,964,072 5/24/2016	Qdoba Restaurant Corporation

#	Country	Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Applicant or Registrant
15.	USA	QDOBA MEXICAN EATS	86/372,604 8/20/2014	4,819,478 9/22/2015	Qdoba Restaurant Corporation
16.	USA		86/372,563 8/20/2014	4,833,275 10/13/2015	Qdoba Restaurant Corporation
17.	USA	QDOBA MEXICAN GRILL	75/841,760 11/5/1999	2,452,146 5/15/2001	Qdoba Restaurant Corporation
18.	USA		75/922,440 2/18/2000	2,574,316 5/28/2002	Qdoba Restaurant Corporation
19.	USA		85/496,188 12/15/2011	4,227,729 10/16/2012	Qdoba Restaurant Corporation
20.	USA	QDOBA STANDS FOR FLAVOR	88/281,507 1/29/2019	5,974,017 1/28/2020	Qdoba Restaurant Corporation
21.	USA	QTEXT	87/820,052 3/5/2018	5,784,766 6/25/2019	Qdoba Restaurant Corporation
22.	USA	QUESOFY	85/770,754 11/2/2012	4,344,272 5/28/2013	Qdoba Restaurant Corporation

#	Country	Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Applicant or Registrant
23.	USA	QUESOPOCKET	97/442715 6/3/2022		Qdoba Restaurant Corporation
24.	USA	UNITED BY FLAVOR	87/564,193 8/10/2017	5,571,847 9/25/2018	Qdoba Restaurant Corporation
25.	USA		76/537,807 8/15/2003	2,876,701 8/24/2004	Qdoba Restaurant Corporation