

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restaurant Technologies, Inc.		11/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Brooks Equipment Company, LLC		
Street Address:	10926 David Taylor Drive, Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5310228	GREASE LOCK	
Registration Number:	6586736	GREASE LOCK	
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:	8645776368		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	Amy Allen Hinson		
Address Line 1:	110 East Court Street, Suite 200		
Address Line 4:	Greenville, SOUTH CAROLINA 29601		
ATTORNEY DOCKET NUMBER:	20608-00063		
NAME OF SUBMITTER:	Amy Allen Hinson		
SIGNATURE:	/aah/		
DATE SIGNED:	12/18/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is executed as of November 1, 2023 by Restaurant Technologies, Inc., a Delaware corporation (“Assignor”), and Brooks Equipment Company, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, by and among Assignor and Assignee (the “Purchase Agreement”), Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee the Purchased Intellectual Property (as defined in the Purchase Agreement), which includes the internet domain names, patents and patent applications, copyrightable subject matter, and trademarks set forth on Schedule A attached hereto;

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the entire right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, each capitalized term used in this Assignment but not defined in this Assignment shall have the meaning assigned to such term in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, transfers, conveys, and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all right, title, and interest in and to: (i) the Purchased Intellectual Property, together with all improvements thereto as of the date first written above, the goodwill of the business associated therewith and all associated common law and statutory rights, free and clear of all liens, security interests, and other encumbrances; (ii) all rights of registration, maintenance, renewal, and protection of the Purchased Intellectual Property; (iii) all rights of recovery and of legal action for past infringements of the Purchased Intellectual Property, along with the right to recover damages and profits for all such past infringements; and (iv) all rights to bring protest, opposition, interference, invalidation, and/or cancellation proceedings for protection of the Purchased Intellectual Property, and wherein each of the foregoing rights are throughout the world.

2. Transfer of Domain Names. Promptly following the date of this Assignment, Assignor will: (i) cause the domain names identified on Schedule A attached hereto to be placed in unlocked status; and (ii) obtain and provide Assignee with any authorization codes needed for Assignee to transfer such domain names to the registrar of Assignee’s choice.

3. Further Assurances. Assignor agrees to cooperate promptly with all reasonable requests made by Assignee in order to transfer ownership and/or control of the Purchased Intellectual Property to Assignee in a timely manner, including without limitation by executing and delivering any necessary or useful documentation, providing any necessary or useful information, and/or corresponding with the appropriate domain name registrar, internet service provider, and/or governmental entities. Assignee shall pay all fees, costs, and expenses associated with such transfer to Assignee. Notwithstanding, in the event Assignor is not the recorded owner of any Purchased Intellectual Property as of the date first written above, Assignor shall promptly cause Assignor to be the recorded owner so that this Assignment may

thereafter be recorded. Assignor shall pay all fees, costs, and expenses associated with properly recording Assignor as the prior owner of record with any governmental entity.

4. Effectiveness. This Assignment is effective as of the date first set forth above.

5. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or will be construed to confer upon or give to any person other than the parties hereto 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 the terms, covenants, conditions, and agreements contained in this Assignment will be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

6. Conflicts. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will govern and control.

7. Governing Law. This Assignment and the rights and duties of the parties arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without giving effect to its principles of conflicts of law.

8. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. A facsimile or PDF copy of the signature of any party to this Assignment delivered by facsimile or electronic mail for purposes of execution or otherwise complying with the U.S. federal ESIGN Act of 2000, as amended (the "ESIGN Act"), is to be considered to have the same binding effect as the delivery of an original signature. No party will raise the use of any electronic signature that complies with the ESIGN Act (including by utilizing www.docuSign.com), or the use of electronic mail or other similar electronic transmission method as a means to deliver a signature to this Assignment or any amendment hereto as a defense to the formation or enforceability of this Assignment or such other contract and each party forever waives any such defense.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

RESTAURANT TECHNOLOGIES, INC.

By: [Signature]
Name: Jeffrey R. Kiesel
Title: President and Chief Executive Officer

Witness: [Signature]
Name: Heather Williamson
Date: 11/1/2023

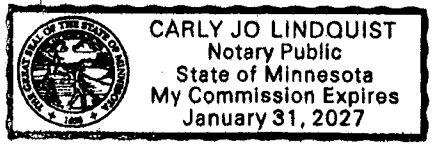
Minnesota
County of Dakota

I Carly Lindquist, a Notary Public for Washington County, Minnesota, do hereby certify that Jeffrey Kiesel as CEO of Restaurant Technologies, Inc. personally appeared before me and the witness this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 1 day of November, 2023.

Carly Lindquist
Carly J Lindquist, Notary Public
(OFFICIAL SEAL)

My Commission Expires: 1/31/2027



ASSIGNEE:

BROOKS EQUIPMENT COMPANY, LLC

By: [Signature]
Name: Jeremy Barb
Title: Chief Financial Officer

Witness: [Signature]
Name: Terry S. Hudson
Date: 10/31/2023

North Carolina
County of Mecklenburg

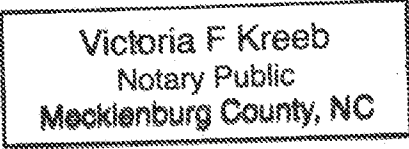
I Victoria F. Kreeb, a Notary Public for Mecklenburg County, North Carolina, do hereby certify that Jeremy Barb as Chief Financial Officer of Brooks Equipment Company, LLC personally appeared before me and the witness this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31 day of October, 2023.

[Signature]
Victoria F. Kreeb, Notary Public

(OFFICIAL SEAL)

My Commission Expires: 09/18/2027



SCHEDULE A

Trademarks:

Country	Mark	App./Reg. No.	Status
Australia	GREASE LOCK	2175455	Registered
Canada	GREASE LOCK Logo	2104283	Pending
European Union	GREASE LOCK Logo	018464498	Registered
New Zealand	GREASE LOCK Logo	1177594	Registered
United Kingdom	GREASE LOCK Logo	UK00003635954	Registered
United States	GREASE LOCK	5310228	Registered
United States	GREASE LOCK Logo	6586736	Registered