

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ground Round Independent Owners Cooperative LLC		12/07/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GRR Holdings LLC		
Street Address:	120 Prospect Street		
City:	Shrewsbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01545		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4908231	GROUND ROUND	
Registration Number:	2635442	GROUND ROUND GRILL & BAR	
Registration Number:	3866900	EST. 1969 GROUND ROUND GRILL & BAR	
Registration Number:	2621535	EST. 1969 GROUND ROUND GRILL & BAR	
Registration Number:	4100231	GROUND ROUND SPORTS GRILLE	
Registration Number:	2776594	WE'VE GOT WHAT YOU LIKE.	
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:	6174568019		
Email:	bdingman@princelobel.com		
Correspondent Name:	Brian M. Dingman		
Address Line 1:	One International Place		
Address Line 2:	Suite 3700		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Brian M. Dingman		
SIGNATURE:	/Brian M. Dingman/		
DATE SIGNED:	12/22/2023		

CH \$165.00 4908231

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 7, 2023 (the "**Effective Date**"), is made by and between Ground Round Independent Owners Cooperative LLC, a Delaware limited liability company (the "**Seller**"), and GRR Holdings LLC, a Massachusetts limited liability company (the "**Buyer**").

WHEREAS, Seller and Buyer are parties to that certain Intellectual Property Purchase Agreement dated as of the Effective Date (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademarks, trademark registrations, and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all unresolved claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon written request given by Buyer. Seller shall take such steps and actions following the date hereof, including, without limitation, the execution of any documents, files, registrations, or other similar

items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in multiple 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 Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

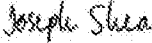
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States of America and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

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IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first above written.

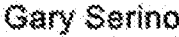
BUYER:

GRR HOLDINGS LLC




DocuSigned by:

By: Joseph Shea
Its: Manager

SELLER:

GROUND ROUND INDEPENDENT OWNERS COOPERATIVE LLC

DocuSigned by:

By: Gary Serino
Its: Treasurer & CFO, duly authorized

**Schedule 1
Seller Intellectual Property**

Country	Mark	Class/ Goods/ Services	Application No.	Application Date	Registration No.	Registration Date	Status
U.S.	GROUND ROUND	43: Restaurant and bar services.	86700919	Jul. 22, 2015	<u>4908231</u>	Mar. 01, 2016	Registered
U.S.	GROUND ROUND GRILL & BAR	42: Restaurant services.	78089887	Oct. 24, 2001	<u>2635442</u>	Oct. 15, 2002	Registered
U.S.		43: Bar and restaurant services.	77955202	Mar. 10, 2010	<u>3866900</u>	Oct. 26, 2010	Registered
U.S.		42: Restaurant services.	78089892	Oct. 24, 2001	<u>2621535</u>	Sep. 17, 2002	Registered
U.S.		43: Bar and restaurant services.	85289781	Apr. 08, 2011	<u>4100231</u>	Feb. 14, 2012	Registered
U.S.	WE'VE GOT WHAT YOU LIKE.	43: Restaurant services	76385140	March 20, 2002	<u>2776594</u>	Oct. 21, 2003	Registered