

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378428

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beto, Inc.		02/19/2013	Corporation: KANSAS
HPT Investments, LLC		02/19/2013	Limited Liability Company: KANSAS
Legacy Restaurant Group, LLC		02/19/2013	Limited Liability Company: KANSAS
Teri Roe Williams Revocable Living Trust		02/19/2013	Trust:
Marjorie P. Roe Revocable Living Trust		02/19/2013	Trust:
Howard M. Roe Revocable Living Trust		02/19/2013	Trust:

## RECEIVING PARTY DATA

<b>Name:</b>	TA Operating, LLC
<b>Street Address:</b>	24601 Center Ridge Road, Suite 200
<b>City:</b>	Westlake
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44145
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	1966593	BETO JUNCTION

## CORRESPONDENCE DATA

Fax Number: 6177422355

*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: 6177424200

Email: trademark@riw.com

Correspondent Name: Stacey C. Friends, Esq.

Address Line 1: Ruberto, Israel &amp; Weiner, PC

Address Line 2: 255 State St.

Address Line 4: Boston, MASSACHUSETTS 02109

CH \$40.00 1966593

<b>ATTORNEY DOCKET NUMBER:</b>	10158-169
<b>NAME OF SUBMITTER:</b>	Stacey C. Friends, Esq.
<b>SIGNATURE:</b>	/stacey c. friends/
<b>DATE SIGNED:</b>	03/29/2016

**Total Attachments: 15**

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**ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY (this "Assignment") is made and entered into as of February 19, 2013, by and between BETO, INC., a Kansas corporation ("Beto"), HPT INVESTMENTS, LLC, a Kansas limited liability company ("HPT"), LEGACY RESTAURANT GROUP, LLC, a Kansas limited liability company ("Legacy"), TERI ROE WILLIAMS, Managing Trustee of the Teri Roe Williams Revocable Living Trust under Amended and Restated Trust Agreement dated October 23, 1997 ("Teri Trust"), TERI ROE WILLIAMS, Trustee of the Marjorie P. Roe Revocable Living Trust under Amended and Restated Trust Agreement dated October 23, 1997 ("Marjorie Trust"), and TERI ROE WILLIAMS, Managing Trustee of the Howard M. Roe Revocable Living Trust under Amended and Restated Trust Agreement dated October 23, 1997 ("Howard Trust"); and collectively, with Beto, HPT, Legacy, Teri Trust and Marjorie Trust, the "Assignor"), and TA OPERATING LLC, a Delaware limited liability company (the "Assignee").

**WITNESSETH:**

WHEREAS, the Assignor and the Assignee are parties to that certain Purchase and Sale Agreement, dated as of November 20, 2012 (as amended from time to time, the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, and the Assignee has agreed to purchase, certain land and other property as described in the Purchase Agreement;

WHEREAS, in connection with the closing of the sale contemplated by the Purchase Agreement, the Assignor has agreed to assign, and the Assignee has agreed to assume, among other things the Licenses and Permits and the Intangible Property (as such terms are defined in the Purchase Agreement), subject to and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Assignor and the Assignee agree as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.
2. To the extent permitted by law, the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Licenses and Permits and the Intangible Property. The Assignee hereby assumes, as of the date hereof, all of the Assignor's obligations under the Licenses and Permits and the Intangible Property. The Assignee hereby agrees to perform all of the Assignor's obligations arising under the Licenses and Permits and the Intangible Property from and after the date hereof.
3. Assignor hereby indemnifies Assignee and agrees to hold harmless Assignee from and against all of the obligations, liabilities, claims and expenses arising under the Licenses and Permits and the Intangible Property prior to the date hereof.

4. Assignee hereby indemnifies Assignor and agrees to hold Assignor harmless from and against all of the obligations, liabilities, claims and expenses arising under the Licenses and Permits and the Intangible Property from and after the date hereof.

5. This Assignment shall be binding on, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas.

7. Neither party shall record this Assignment.

8. This Assignment may be executed in two or more counterparts, all of which shall be construed together as a single instrument.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as a sealed instrument as of the day and year first hereinabove written.

**ASSIGNOR:**

BETO, INC., a Kansas corporation

By: 

Name: TERI ROE WILLIAMS

Title: President

HPT INVESTMENTS, LLC, a  
Kansas limited liability company

By: 

Name: TERI ROE WILLIAMS

Title: Designated Member

LEGACY RESTAURANT GROUP, LLC  
a Kansas limited liability company

By: 

Name: KIRK S. WILLIAMS

Title: Designated Member

TERI ROE WILLIAMS REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 23, 1997

By: 

Name: TERI ROE WILLIAMS

Title: Managing Trustee


MARJORIE P. ROE REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 23, 1997

By: 

Name: TERI ROE WILLIAMS

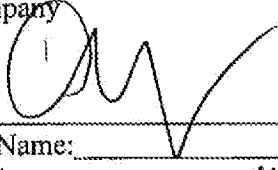
Title: Trustee

HOWARD M. ROE REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 23, 1997

By:   
Name: TERI ROE WILLIAMS  
Title: Managing Trustee

**ASSIGNEE:**

TA OPERATING LLC, a Delaware limited liability company

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*Mark E. Young  
Executive Vice President  
and General Counsel*

**PURCHASE AND SALE AGREEMENT**

by and between

**TA OPERATING LLC,**

as purchaser,

and

**BETO, INC.,**

**HPT INVESTMENTS, LLC,**

**LEGACY RESTAURANT GROUP, LLC,**

**TERI ROE WILLIAMS, Managing Trustee of the Teri Roe Williams Revocable Living  
Trust under Amended and Restated Trust Agreement dated October 23, 1997,**

**TERI ROE WILLIAMS, Trustee of the Marjorie P. Roe Revocable Living Trust under  
Amended and Restated Trust Agreement dated October 23, 1997, and**

**TERI ROE WILLIAMS, Managing Trustee of the Howard M. Roe Revocable Living  
Trust under Amended and Restated Trust Agreement dated October 23, 1997**

as seller

for property located at

**2775 Highway 75, Lebo KS 66856**

**TRADEMARK**

**REEL: 005760 FRAME: 0281**



REDACTED

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1.24. **"Intangible Property"** shall mean all intangible property owned by the Seller arising from or used in connection with the ownership, use, operation or maintenance of the Land or the Improvements (including, without limitation, all trademarks, trade names, service marks, the goodwill of the Property and the Seller's business and any and all warranties or guaranties related to the FF&E and the Improvements).

REDACTED

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REDACTED

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(b) An assignment by the Seller and an assumption by the Purchaser, duly executed and acknowledged by the Seller, with respect to the Intangible Property and otherwise in the form attached hereto as Exhibit E;

REDACTED

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

SELLER:

BETO, INC. a Kansas corporation

By: 

Name: TERI ROB WILLIAMS

Title: President

HPT INVESTMENTS, LLC, a  
Kansas limited liability company

By: 

Name: TERI ROB WILLIAMS

Title: Designated Member

LEGACY RESTAURANT GROUP, LLC  
a Kansas limited liability company

By: \_\_\_\_\_

Name: KIRK S. WILLIAMS

Title: Designated Member

TERI ROB WILLIAMS REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 21, 1997

By: 

Name: TERI ROB WILLIAMS

Title: Managing Trustee

MARJORIE P. ROB REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 23, 1997

By: 

Name: TERI ROB WILLIAMS

Title: Trustee

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

**SELLER:**

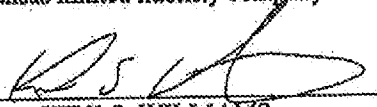
BETO, INC., a Kansas corporation

By: \_\_\_\_\_  
Name: TERI ROE WILLIAMS  
Title: President

HPT INVESTMENTS, LLC, a  
Kansas limited liability company

By: \_\_\_\_\_  
Name: TERI ROE WILLIAMS  
Title: Designated Member

LEGACY RESTAURANT GROUP, LLC  
a Kansas limited liability company

By:   
Name: KIRK S. WILLIAMS  
Title: Designated Member

TERI ROE WILLIAMS REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 23, 1997

By: \_\_\_\_\_  
Name: TERI ROE WILLIAMS  
Title: Managing Trustee

MARJORIE P. ROE REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 23, 1997

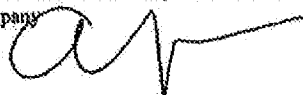
By: \_\_\_\_\_  
Name: TERI ROE WILLIAMS  
Title: Trustee

HOWARD M. ROE REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 23, 1997

By:   
Name: TERRENCE WILLIAMS  
Title: Managing Trustee

**PURCHASER:**

TA OPERATING LLC, a Delaware limited liability  
company

  
By: \_\_\_\_\_  
Name: Mark H. Young  
Its: Executive Vice President  
and General Counsel

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND  
AGREES TO BE BOUND BY THE PROVISIONS OF  
SECTION 2.4 OF THE FOREGOING AGREEMENT.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

HOWARD M. ROE REVOCABLE LIVING  
TRUST under Amended and Restated Trust  
Agreement dated October 23, 1997

By: \_\_\_\_\_  
Name: TERI ROE WILLIAMS  
Title: Managing Trustee

**PURCHASER:**

TA OPERATING LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND  
AGREES TO BE BOUND BY THE PROVISIONS OF  
SECTION 2.4 OF THE FOREGOING AGREEMENT.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Paula Rodwin  
Name: Paula Rodwin  
Its: Senior National Escrow Officer

**EXHIBIT F**

**FORM OF ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY**

**ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY**

**THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY**  
(this "Assignment") is made and entered into as of [\_\_\_\_\_, 20\_\_], by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Assignee").

**WITNESSETH:**

WHEREAS, the Assignor and the Assignee are parties to that certain Purchase and Sale Agreement, dated as of [\_\_\_\_\_] (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, and the Assignee has agreed to purchase, certain land and other property as described in the Purchase Agreement;

WHEREAS, in connection with the closing of the sale contemplated by the Purchase Agreement, the Assignor has agreed to assign, and the Assignee has agreed to assume, among other things the Licenses and Permits and the Intangible Property (as such terms are defined in the Purchase Agreement), subject to and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Assignor and the Assignee agree as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.
2. To the extent permitted by law, the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Licenses and Permits and the Intangible Property. The Assignee hereby assumes, as of the date hereof, all of the Assignor's obligations under the Licenses and Permits and the Intangible Property. The Assignee hereby agrees to perform all of the Assignor's obligations arising under the Licenses and Permits and the Intangible Property from and after the date hereof.
3. Assignor hereby indemnifies Assignee and agrees to hold harmless Assignee from and against all of the obligations, liabilities, claims and expenses arising under the Licenses and Permits and the Intangible Property prior to the date hereof.
4. Assignee hereby indemnifies Assignor and agrees to hold Assignor harmless from and against all of the obligations, liabilities, claims and expenses arising under the Licenses and Permits and the Intangible Property from and after the date hereof.
5. This Assignment shall be binding on, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas.

7. Neither party shall record this Assignment.

8. This Assignment may be executed in two or more counterparts, all of which shall be construed together as a single instrument.

[Signature page follows]



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as a sealed instrument as of the day and year first hereinabove written.

**ASSIGNOR:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_