

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palace Inn Licensing, LLC		07/17/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Palace Inn Franchising, LLC		
Street Address:	5858 HILLCROFT ST		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5254769	PALACE INN	
CORRESPONDENCE DATA			
Fax Number:	2146144112		
<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:	8324747156		
Email:	parul@pdaslegal.com		
Correspondent Name:	Parul Das		
Address Line 1:	391 E. Las Colinas Blvd. Ste.130-618		
Address Line 4:	IRVING, TEXAS 75039		
NAME OF SUBMITTER:	Parul Das		
SIGNATURE:	/Parul Das/		
DATE SIGNED:	07/20/2018		
Total Attachments: 3			
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OP \$40.00 5254769

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of September 16, 2017, (the "Effective Date"), between Palace Inn Licensing, (the "Assignor"), and Palace Inn Franchising, LLC (the "Assignee").

I SUMMARY

1.1 The Assignor is the registered owner of marks that are registered in the United States Patent and Trademark Office, Registration No. 5254769, dated August 21, 2017.

1.2 Assignee wishes to acquire the Assignors' rights in the trademarks listed in this agreement. The Assignors hereby convey, transfer, and assign to the Assignee all of the Assignors' rights, titles, and interests of whatever kind in the marks, together with

1) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,

2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and

3) all rights to sue for past, present and future infringement or misappropriations of the marks

1.3 In consideration for the mutual promises, covenants and Agreements made below, the parties intending to be legally bound, agree as follows:

II ASSIGNMENT

2.1 The Assignors hereby convey, transfer, assign, and deliver to the Assignee all of its right, title and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, licensing fees, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.

2.2 The Assignors further convey, transfer, assign, deliver and contribute to the Assignee all rights in the Trade Dress, signage and designs associated with the Trademarks.

2.3 The Assignors further covenant that they will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title and interest in the Trademarks.

III GENERAL PROVISIONS

3.1 **Effect on Heirs and Successors.** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

3.2 **Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

3.3 **Severability.** If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous provision, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

3.4 **Governing Law.** This Assignment shall be governed by the laws of the State of Texas applicable to Assignments made and fully performed in Texas by Texas residents.

In witness whereof, the Assignors have duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNORS:
PALACE INN LICENSING, LLC

ASSIGNEE:
PALACE INN FRANCHISING, LLC

[Signature]
Signature, Divyesh Das
Managing Member

[Signature]
Signature, Divyesh Das
Managing Member

Dated: 7/17/18

Dated: 7/17/18

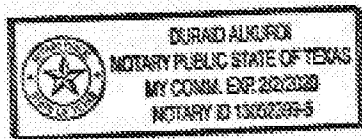
ACKNOWLEDGEMENT

State of TEXAS

County of HARRIS

On the 17th day of July, 2018, before me, David Alkundi [Name of Notary], personally appeared Divyesh Das, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons and entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal:



[Signature]
Signature of Notary Public