

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548656

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Soaring Wings IP, LLC		09/13/2019	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	ARC Winghouse LLC
Street Address:	1409 Kingsley Ave., Unit 2
City:	Orange Park
State/Country:	FLORIDA
Postal Code:	32073
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5728673	WH
Registration Number:	5613003	WINGHOUSE BAR + GRILL
Registration Number:	5613000	WH WINGHOUSE
Registration Number:	5427308	GOOD FOOD. BEAUTIFULLY SERVED.
Registration Number:	5417510	SAUCY GIRL WING SAUCE
Registration Number:	2355193	HOUSE ON FIRE
Registration Number:	2355192	WE SERVE 'EM NAKED!
Registration Number:	2360057	WINGHOUSE
Registration Number:	2360056	WINGHOUSE
Registration Number:	2199642	NEED WE SAY MORE
Registration Number:	1928355	KER'S WING HOUSE WH

CORRESPONDENCE DATA

Fax Number: 3059615812

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: 3055790812

Email: mrv@gtlaw.com

Correspondent Name: Greenberg Traurig Attn: M. Valcarcel

Address Line 1: 333 S.E. 2nd Avenue, 44th Floor

TRADEMARK

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER: Manuel Valcarcel

SIGNATURE: /Manuel Valcarcel/

DATE SIGNED: 11/08/2019

Total Attachments: 9

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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is effective as of the 11th day of October, 2019 ("Effective Date"), by and among ARC Winghouse, LLC ("Assignee") and Soaring Wings, LLC and each entity listed as a Seller in the Asset Purchase Agreement (the "Purchase Agreement") dated October 11, 2019 (each individually and collectively, "Assignor").

WHEREAS, subject to the terms of the Purchase Agreement, Assignor desires to transfer to Assignee, and Assignee desires to acquire, all of its rights, title and interest in and to the Intellectual Property.

WHEREAS, The Intellectual Property includes the (a) trademark and service mark registrations and applications identified in SCHEDULE 1 hereto, together with the goodwill associated with the use thereof, (b) copyright registrations and applications identified in SCHEDULE 2 hereto, (c) patents and patent applications set forth in SCHEDULE 3 hereto, and (d) domain names set forth in SCHEDULE 4 hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, it is agreed as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment**. Assignor hereby grants all of its right, title and interest in and to the Intellectual Property, including all rights to any claims related to the Intellectual Property and the rights to sue and recover with respect thereto, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
3. **Recordation and Further Action**. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Intellectual Property is properly assigned to Assignee. To the extent that Assignor does not comply in a reasonable manner with its obligations in the previous sentence, Assignor, for itself, its affiliates, successors and assigns, irrevocably constitutes and appoints Assignee, its successors and assigns, and each of them, the true and lawful attorney of Assignor, its affiliates, successors and assigns, with full power of substitution, and gives and grants unto Assignee, its successors and assigns, and each of them, full power and authority in the name of the Seller, its successors and assigns, and each of them, at any time and from time to time, to institute any demand or suit necessary in order to fully vest in Assignee, its successors and assigns, and each of them, all and singular, the Intellectual Property.
4. **Assignment**. This Agreement shall be assignable by Assignee without the prior written consent of Assignor.
5. **Governing Law**. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Florida.

6. **Counterparts.** This Agreement may be executed in 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 Agreement 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 Agreement.

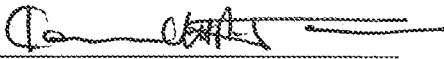
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNOR:

SOARING WINGS, LLC
SOARING WINGS HQ, LLC
SOARING WINGS ADVERTISING, LLC
SOARING WINGS IP, LLC
SOARING WINGS ST. PETE ULMERTON, LLC
SOARING WINGS PINELLAS PARK, LLC
SOARING WINGS TAMPA HILLSBOROUGH, LLC
SOARING WINGS NEW PORT RICHEY, LLC
SOARING WINGS OCALA, LLC
SOARING WINGS ORLANDO, LLC
SOARING WINGS KISSIMMEE, LLC
SOARING WINGS PALM HARBOR, LLC
SOARING WINGS ALTAMONTE SPRINGS, LLC
SOARING WINGS SANFORD, LLC
SOARING WINGS DAYTONA BEACH SPEEDWAY, LLC
SOARING WINGS BRANDON 301, LLC
SOARING WINGS ORLANDO KIRKMAN ROAD, LLC
SOARING WINGS LAKELAND, LLC
SOARING WINGS BRADENTON, LLC
SOARING WINGS DAYTONA BEACH ATLANTIC AVE., LLC
SOARING WINGS BRANDON 60, LLC
SOARING WINGS GAINESVILLE, LLC
SOARING WINGS WESLEY CHAPEL, LLC
SOARING WINGS CLEARWATER, LLC
SOARING WINGS ELLENTON, LLC
SOARING WINGS DORAL, LLC
SOARING WINGS TB CENTER, LLC
SOARING WINGS DAVIE, LLC

By: SOARING WINGS MANAGER, LLC,
their Manager

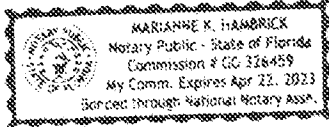
By: 
Name: Kenneth P. Jones
Title: Manager

[Signature Page of Assignor to IP Assignment and Assumption Agreement]

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of September, 2019, by Kenneth P. Jones, on behalf of Assignor, in the capacity set forth in the signature block above, who is personally known to me, or who has produced the following identification:
..... (check one).



Marianne K. Hambrick
Name: Marianne K. Hambrick (print)
NOTARY PUBLIC
Commission No.: GG 326459
Commission Expiration Date: 4.22.2023

[Signature Page of Assignor to IP Assignment and Assumption Agreement]

SCHEDULE 1

List of Trademarks:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
WH	5,728,673	Apr. 16, 2019	87/560,776	Aug. 8, 2017
WINGHOUSE BAR + GRILL	5,613,003	Nov. 20, 2018	87/560,964	Aug. 8, 2017
WH WINGHOUSE	5,613,000	Nov. 20, 2018	87/560,908	Aug. 08, 2017
GOOD FOOD. BEAUTIFULLY SERVED.	5,427,308	Mar. 20, 2018	87/559,436	Aug. 07, 2017
SAUCY GIRL WING SAUCE	5,417,510	Mar. 06, 2018	87/560,630	Aug. 08, 2017
HOUSE ON FIRE	2,355,193	Jun. 06, 2000	75/747,084	Jul. 09, 1999
WE SERVE 'EM NAKED!	2,355,192	Jun. 06, 2000	75/747,081	Jul. 09, 1999
WINGHOUSE	2,360,057	Jun. 20, 2000	75/747,076	Jul. 09, 1999
WINGHOUSE	2,360,056	Jun. 20, 2000	75/747,075	Jul. 09, 1999
NEED WE SAY MORE	2,199,642	Oct. 27, 1998	75/323,987	Jul. 14, 1997
KER'S WING HOUSE WH	1,928,355	Oct. 17, 1995	74/601,424	Nov. 21, 1994

SCHEDULE 2

List of Copyrights:

None.

SCHEDULE 3

List of Patents

None.

SCHEDULE 4

List of Domain Names

winghouse.com

facebook.com/winghousefl/

twitter.com/winghousefl

instagram.com/winghousefl