

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646356

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comer Woodford Holdings, LLC		01/22/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hub Partners, LLC		
<b>Street Address:</b>	11801 Domain Blvd, 3rd Floor		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78758		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90094838	DUOS ALL-AMERICAN EATS	
<b>Serial Number:</b>	90095130	LOCAL SMOKE	
<b>Serial Number:</b>	90094872	LOCAL SMOKE	
<b>Serial Number:</b>	88496301	DUOS	
<b>Serial Number:</b>	88212426	THE HUB	
<b>Serial Number:</b>	88136701	F SUPER FREEZE	
<b>Serial Number:</b>	88116020	SUPER FREEZE	
<b>Serial Number:</b>	88097684	THE HUB FAMILIES FRIENDS FESTIVAL	
<b>Serial Number:</b>	88068196	MEMORY FACTORY	
<b>Serial Number:</b>	87499036	THE HUB	
<b>Serial Number:</b>	86576376	OPEN FOR EVERY NEED HUGHEY'S GENERAL STO	
<b>Serial Number:</b>	86576352	F	
<b>Serial Number:</b>	86576228	MILE MARKER FIFTEEN TACOS & TEQUILA	
<b>Serial Number:</b>	86576197	MILE MARKER FIFTEEN TACOS & TEQUILA	
<b>Serial Number:</b>	86554841	COMER WOODFORD HOSPITALITY GROUP	
<b>Serial Number:</b>	86554831	MILE MARKER FIFTEEN	
<b>Serial Number:</b>	86456740	HUGHEY'S GENERAL STORE	
<b>Serial Number:</b>	86456558	RED'S CHICKEN SHACK	

CH \$465.00 90094838

**CORRESPONDENCE DATA****Fax Number:** 2052541999*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:** 2052541036**Email:** tebbert@maynardcooper.com**Correspondent Name:** C. BRANDON BROWNING**Address Line 1:** 1901 6th Ave North**Address Line 2:** Suite 1700**Address Line 4:** Birmingham, ALABAMA 35203

<b>ATTORNEY DOCKET NUMBER:</b>	23394.0008
<b>NAME OF SUBMITTER:</b>	C. Brandon Browning
<b>SIGNATURE:</b>	/C. Brandon Browning/
<b>DATE SIGNED:</b>	05/12/2021

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated as of January 22, 2021 (the “Effective Date”), is made by and between Comer Woodford Holdings, LLC, a Florida limited liability company (“Assignor”), in favor of Hub Partners, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee may each be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to that certain Letter Agreement dated as of even date herewith by and among Assignee, JACPLA, LLC, a Florida limited liability company, and BMT Management, LLC, a Florida limited liability company (the “Letter Agreement”), the owners and controlling persons of Assignor have agreed to cause Assignor to convey, transfer, and assign to Assignee, certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):
  - (a) all trade names, trademarks, trademark applications, trademark registrations, service marks, service mark applications, and service mark registrations owned by Assignor, including, without limitation, all marks, applications and registrations identified in the attached **Exhibit A**, together with all common law rights therein and the goodwill of the business connected with the use of, and symbolized thereby (collectively, the “Trademark Rights”);
  - (b) except as set out in Section 2 of this Assignment, all copyright owned by Assignor, including, without limitation, all works of authorship, writings, drawings, photographs, designs, layouts, images, and architectural plans identified in the attached **Exhibit B**, including, without limitation any registrations and applications for registration therefor and all issuances, extensions, and renewals thereof (collectively, the “Copyrights”);
  - (c) except as set out in Section 2 of this Assignment, all domain names owned by Assignor (collectively, the “Domain Names”);
  - (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

- (e) 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
- (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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. **Exceptions to Assignment.** The Parties acknowledge and agree that Comer Woodford Hospitality Group, LLC, a Florida limited liability company (“CWHG”) (an Affiliate of JACPLA, LLC, a Florida limited liability company) is and shall remain the sole and exclusive owner of all right, title and interest to the domain name www.hub30a.com, the social media accounts related specifically to the HUB30A location at Watersound Beach, Florida (collectively, the “HUB30A Social Medial Accounts”), the content of the website hosted at www.hub30.com and the content displayed in connection with the HUB30A Social Media Accounts. Nothing in this Assignment shall be construed as assigning to Assignee any rights in the www.hub30a.com domain name, the HUB30A Social Media Accounts or the content of the www.hub30.com website or the HUB30A Social Medial Accounts. The Parties agree to take any such further actions as may be appropriate to document and perfect such ownership in CWHG of such website, domain name other social media accounts related to HUB 30A, and all content displayed on such website or social media accounts in favor of CWHG, it being agreed that CWHG and JACPLA, LLC are third party beneficiaries of this Agreement.
3. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
4. **Terms of the Letter Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Letter Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Letter Agreement 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 Letter Agreement and the terms hereof, the terms of this Assignment shall govern.

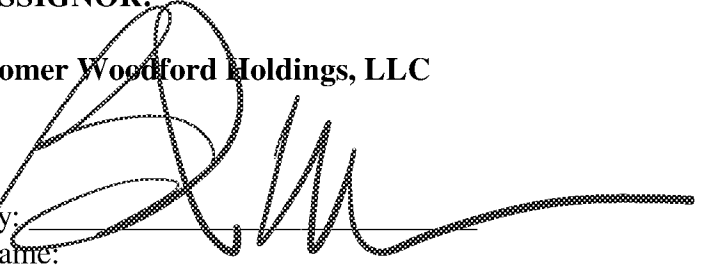
5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Governing Law.** This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the Effective Date by their respective Managers thereunto duly authorized.

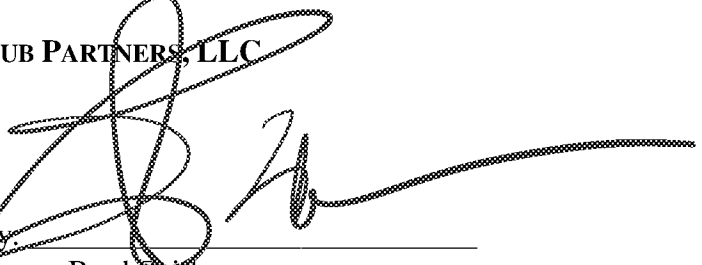
**ASSIGNOR:**

**Comer Woodford Holdings, LLC**

By:   
Name:  
Title: Manager

**ASSIGNEE:**

**HUB PARTNERS, LLC**

By:   
Name: Brad Zeilen  
Title: Manager

**EXHIBIT A**  
**TRADEMARKS**

	Serial Number	Reg. Number	Word Mark
1	90094838		DUDS ALL-AMERICAN EATS
2	90095130		LOCAL SMOKE
3	90094872		LOCAL SMOKE
4	88496301		DUDS
5	88212426		THE HUB
6	88136701	6030089	F SUPER FREEZE
7	88116020	6030059	SUPER FREEZE
8	88097684	6175739	THE HUB FAMILIES FRIENDS FESTIVAL
9	88068196		MEMORY FACTORY
10	87499036	5573041	THE HUB
11	86576376	4868451	OPEN FOR EVERY NEED HUGHEY'S GENERAL STORE
12	86576352	4878725	F
13	86576228	4868450	MILE MARKER FIFTEEN TACOS & TEQUILA
14	86576197	4989776	MILE MARKER FIFTEEN TACOS & TEQUILA
15	86554841	4999305	COMER WOODFORD HOSPITALITY GROUP
16	86554831	4868395	MILE MARKER FIFTEEN
17	86456740	4852538	HUGHEY'S GENERAL STORE
18	86456558	4852537	RED'S CHICKEN SHACK

**EXHIBIT B**

**COPYRIGHT**

1. DAG Architects architectural drawings, plans and designs
2. Marketing and promotional materials
3. Website content displayed on websites hosted at the Domain Names