

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QSL Operating LLC		04/21/2021	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	JDK Management Company, L.P.
Street Address:	1388 State Rt. 487
City:	Bloomsburg
State/Country:	PENNSYLVANIA
Postal Code:	17815
Entity Type:	Limited Partnership: PENNSYLVANIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	73186984	QUAKER STEAK & LUBE
Serial Number:	76224688	GOLDEN GARLIC
Serial Number:	76224690	ARIZONA RANCH
Serial Number:	76477950	LEADED LUBE-N-ADE
Serial Number:	76477828	THUNDER ALLEY
Serial Number:	76477829	AIN'T NO SECRET ... IT'S THE SAUCE!!
Serial Number:	76477830	WING-O-METER
Serial Number:	76477951	PHIL-M-UP
Serial Number:	76477953	BUCKEYE BBQ
Serial Number:	78400034	LOUISIANA LICKERS
Serial Number:	76477955	MUNCH BUCKET OF BOLTS
Serial Number:	76493983	THE LUBE
Serial Number:	88261828	QUAKER STEAK & LUBE
Registration Number:	5907537	QUAKER STEAK & LUBE REVVED-UP REWARDS
Serial Number:	77241753	QUAKER STEAK & LUBE BEST WINGS USA
Registration Number:	4026171	SPRINTSTER
Serial Number:	85247812	PICK-UP WINGO WINDOW
Serial Number:	85247813	THAI 'R' CRACKER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4205359	BAR JAR
Serial Number:	73400541	BAVARIAN FUN FEST
Serial Number:	86689361	REVVED-UP REWARDS
Serial Number:	86381178	LUBE LOYALTY

CORRESPONDENCE DATA

Fax Number: 3146215065
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: 3146215070
Email: iptm@armstrongteasdale.com
Correspondent Name: Renee Reuter
Address Line 1: 7700 Forsyth Blvd., Ste. 1800
Address Line 4: St. Louis, MISSOURI 63105

NAME OF SUBMITTER:	Renee Reuter
SIGNATURE:	/Renee Reuter/
DATE SIGNED:	09/07/2021

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Assignment**”), dated as of April 21, 2021 (the “**Effective Date**”), is made by and among **QSL Operating LLC**, a Maryland limited liability company (the “**Assignor**”), **JDK Management Company, L.P.**, a Pennsylvania limited partnership (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor, Assignee and certain other parties entered into a certain Asset Purchase Agreement, dated as of January 4, 2021 (as amended, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor’s right, title and interest in, to and under certain Registered Trademarks and Common Law Trademarks as listed on the **Schedule A** attached hereto (collectively, the “**Trademarks**”);

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement, the parties agree as follows:

1. Assignment. In consideration of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Assignor does hereby assign and transfer unto the Assignee, all rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby and attached thereto as well as the right to sue for past infringement and to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing, the whole without restrictions of any kind, the Assignee accepting same.

2. No Modification of the Purchase Agreement. Nothing contained herein shall release any of the parties to the Purchase Agreement from any of their respective obligations under the Purchase Agreement or in any way supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, indemnities, covenants or agreements of such parties set forth in the Purchase Agreement. 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.

3. Acknowledgment. Notwithstanding anything to the contrary herein, Assignee acknowledges and agrees that it will remain liable under the Purchase Agreement for all obligations of Buyer (as defined therein), including all of Buyer’s indemnification obligations. 4.

Further Assurances. From and after the date hereof, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement. Assignor hereby authorizes the United States Patent and Trademark Office to record and register this Assignment upon request by the Assignee or the Assignee’s designee.

5. General Provisions. Sections 14.04 (Severability); 14.05 (Entire Agreement) 14.06 (Assignment); 14.07 (No Third-Party Beneficiaries); 14.08 (Amendment); 14.10 (Submission to Jurisdiction); 14.11 (Governing Law); 14.12 (Waiver of Jury Trial); 14.15 (Rules of Construction) and 14.16 (Counterparts) of the Purchase Agreement are each hereby incorporated by reference mutatis mutandis. This Assignment shall also be governed by the federal intellectual property laws of the United States, including without limitation the Lanham Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

QSL OPERATING LLC

DocuSigned by:
By: Mark Young
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Name: Mark R. Young

Title: Executive Vice President & General Counsel

ASSIGNEE:

JDK MANAGEMENT COMPANY, L.P.

By: Mainville, Inc., its general partner

By: _____

Name: Brian D. Klingerman

Title: Vice President

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

QSL OPERATING LLC

By: _____

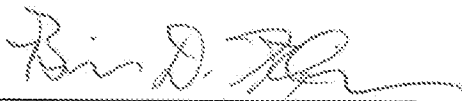
Name:

Title:

ASSIGNEE:

JDK MANAGEMENT COMPANY, L.P.

By: Mainville, Inc., its general partner

By:  _____

Name: Brian D. Klingerman

Title: Vice President

Schedule A - Trademarks

United States federal trademark registrations (“Registered Trademarks”):

MARK	OWNER	STATUS	SERIAL#	REGISTRATION#	DATE OF REGISTRATION
QUAKER STEAK & LUBE	QSL Operating	Registered	73-186,984	1,110,162	01/29/1988 Renewed 1-29-2016
GOLDEN GARLIC	QSL Operating	Registered	76-224,888	2,515,610	04/02/2002 Renewed 4-12-2016
ARIZONA RANCH	QSL Operating	Registered	76-224,690	2,544,689	05/05/2002 Renewed
LEADED LUBE-MADE	QSL Operating	Registered	76-477,950	2,810,110	02/03/2004
THRUDER ALLEY	QSL Operating	Registered	76-477,828	2,859,510	07/06/2004
ASN'T NO SECRET IT'S THE SAUCE	QSL Operating	Registered	76-477,829	2,771,489	10/07/2003
WING-O-METER	QSL Operating	Registered	76-477,830	2,771,490	10/07/2003
PICK-UP	QSL Operating	Registered	76-477,951	2,771,492	10/07/2003
WINGSYBBQ	QSL Operating	Registered	76-477,953	2,788,571	12/03/2003
LOUISIANA LICKERS	QSL Operating	Registered	78-408,634	2,843,823	04/26/2005
DRINCH BUCKET OF BOLTS	QSL Operating	Registered	76-477,955	2,771,494	10/07/2003
THE LUBE	QSL Operating	Registered	76-491,883	2,850,832	09/07/2004
QUAKER STEAK & LUBE	QSL Operating	Registered	88-261,828	3,826,634	07/30/2019
QUAKER STEAK & LUBE REVVED-UP REWARDS	QSL Operating	Registered	88-383,468	3,907,337	11/12/2019
QUAKER STEAK & LUBE BEST WINGS USA	QSL Operating	Registered	77-241,753	3,538,615	11/23/2008
SPRENYSTER	QSL Operating	Registered	85-247,819	4,038,175	09/13/2011
PICKUP WINGO WENDY	QSL Operating	Registered	85-247,812	4,034,479	10/04/2011
TRAI'R CRACKER	QSL Operating	Registered	85-247,813	4,036,172	09/13/2011
LUBEBURGER	QSL Operating	Registered	85-247,818	4,157,577	06/12/2013
MAGNA FRIER	QSL Operating	Registered	85-247,806	4,163,872	06/26/2013
BAR BAR	QSL Operating	Registered	85-220,838	4,265,359	09/11/2013
BAVARIAN FUN FEST	QSL Operating	Registered	73-400741	1,343,388	8-18-85
LUBE LOYALTY	QSL Operating	Registered	86-381,178	4,742,660	5-28-2015
REVVED-UP REWARDS	QSL Operating	Registered	86-689,361	5,074,397	11/1/2016

Common Law Trademarks used in Assignor’s restaurant business, including but not limited to:

- (a) The Chicken mascot
- (b) O-RINGS
- (c) PICK UP for pickles
- (d) 4-WHEELER

- (e) QSL for food, drinks and restaurant services
- (f) Atomic wing sauce
- (g) Triple Atomic wing sauce
- (h) Lube nation
- (i) Triple atomic tough
- (j) Coop
- (k) Biker for chicken salad
- (l) Hangover burger
- (m) GTO for sandwiches
- (n) Jacked-up for sandwiches
- (o) Quaker St8k for food
- (p) Steak, It's our middle name
- (q) Top gear for food
- (r) Eat Heat Challenge
- (s) Wall of flame
- (t) TOUGH ENOUGH TO EAT
- (u) Eat heat
- (v) Thai 'r' Cracker
- (w) Thaisian
- (x) BoomBoom
- (y) Unleaded Lube-n-ade