

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JDK Management Company, L.P.		04/21/2021	Limited Partnership: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QSL Holdings, LLC		
<b>Street Address:</b>	1388 State Rt. 487		
<b>City:</b>	Bloomsburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17815		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73186984	QUAKER STEAK & LUBE	
<b>Serial Number:</b>	76224688	GOLDEN GARLIC	
<b>Serial Number:</b>	76224690	ARIZONA RANCH	
<b>Serial Number:</b>	76477950	LEADED LUBE-N-ADE	
<b>Serial Number:</b>	76477828	THUNDER ALLEY	
<b>Serial Number:</b>	76477829	AIN'T NO SECRET ... IT'S THE SAUCE!!	
<b>Serial Number:</b>	76477830	WING-O-METER	
<b>Serial Number:</b>	76477951	PHIL-M-UP	
<b>Serial Number:</b>	76477953	BUCKEYE BBQ	
<b>Serial Number:</b>	78400034	LOUISIANA LICKERS	
<b>Serial Number:</b>	76477955	MUNCH BUCKET OF BOLTS	
<b>Serial Number:</b>	76493983	THE LUBE	
<b>Serial Number:</b>	88261828	QUAKER STEAK & LUBE	
<b>Registration Number:</b>	5907537	QUAKER STEAK & LUBE REVVED-UP REWARDS	
<b>Serial Number:</b>	77241753	QUAKER STEAK & LUBE BEST WINGS USA	
<b>Serial Number:</b>	85247810	LUBEBUGER	
<b>Registration Number:</b>	4026171	SPRINTSTER	
<b>Serial Number:</b>	85247812	PICK-UP WINGO WINDOW	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85247813	THAI 'R' CRACKER
Registration Number:	4205359	BAR JAR
Registration Number:	1343388	BAVARIAN FUN FEST
Registration Number:	4742660	LUBE LOYALTY
Registration Number:	5074397	REVVED-UP REWARDS

**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: 5**

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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 **JDK Management Company, L.P.**, a Pennsylvania limited partnership (“**Original Buyer**”), and **QSL Holdings, LLC**, a Pennsylvania limited liability company (“**Assignee**”).

### WITNESSETH:

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

WHEREAS, Original Buyer assigned its right to acquire certain assets described in the Purchase Agreement to Assignee pursuant to that certain Assignment and Assumption of Asset Purchase Agreement (QSL Holdings) dated as of April 1, 2021 (the “**AAAP Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement and AAAP Agreement, Assignee shall purchase and accept and Original Buyer shall transfer and assign to Assignee all of Original Buyer’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 and AAAP 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 Original Buyer 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, Original Buyer 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. Further, Assignee acknowledges that it will be liable under the Purchase Agreement for all obligations of Buyer (as defined therein), as though Assignee had been a party thereto.

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. Original Buyer 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.

**ASSIGNEE:**

QSL HOLDINGS, LLC

By:   
Name: John C. Klingerman  
Title: Managing Member

**ORIGINAL BUYER:**

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	1,130,163	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
BRUNCH 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	4,038,375	09/13/2011
PICK-UP WINGO WENDY	QSL Operating	Registered	85-247,812	4,034,479	10/04/2011
TRAI'E 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 the restaurant business described in the Purchase Agreement, 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