

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HJRR, LLC		04/07/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Michael Young Revocable Trust		
Street Address:	532 Victoria Terrace		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Trust: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5239577	FREE GRAZE	
Registration Number:	5314009	FLORIDA RAISED	
Registration Number:	5332706	SIZZLE KING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3057897540		
Email:	daniel.barsky@hklaw.com		
Correspondent Name:	Daniel Barsky		
Address Line 1:	701 Brickell Ave, #3300		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Daniel J. Barsky		
SIGNATURE:	/daniel j. barsky/		
DATE SIGNED:	04/08/2022		
Total Attachments: 12			
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INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT

This Intellectual Property Purchase and Assignment Agreement (“**Agreement**”), effective as of April 7, 2022 (“**Effective Date**”), is made and entered into by and between HJRR, LLC, a Florida limited liability company (“**Seller**”) and the Michael Young Revocable Trust (“**Purchaser**”). Seller and Purchaser are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Seller is the proprietor of certain worldwide intellectual property, including but not limited to copyrights, trademarks, designs, domain names, websites and social media presences, and corresponding applications and registrations, and any renewals thereof, pertaining to Miami Beef Company, Inc., a Florida corporation (collectively, “**Intellectual Property**”), as set forth on Schedule 1, together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property; and

WHEREAS, Seller desires to sell and assign all such right, title and interest in and to the Intellectual Property to Purchaser;

NOW, THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. Sale and Purchase; Assignment. On and subject to the terms and conditions set forth in this Agreement, Seller hereby irrevocably sells, conveys, transfers, and assigns to Purchaser, and Purchaser hereby purchases and accepts all of Seller’s right, title, and interest in and to:

(a) the Intellectual Property, including all goodwill of the business associated with the trademarks and the right to sue for past, present and future infringements of the trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property; and

(d) any and all claims and causes of action with respect to any of the Intellectual Property, 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Commissioner for the United States Copyright Office and the officials of corresponding entities

or agencies in any applicable jurisdictions to record and register this Agreement upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Purchaser, or any assignee or successor thereto.

3. Purchase Price; Costs, Fees and Expenses. In consideration for the Intellectual Property, Purchaser shall issue a promissory note, a form of which is attached hereto as Exhibit A (the “**Note**”), in favor of Seller for the principal amount of Sixteen Million Dollars (\$16,000,000.00) (“**Purchase Price**”). The Purchase Price shall be payable in accordance with terms set forth under the Note. Purchaser shall pay all costs and fees with respect to the recordation of the assignment and transfer of the Intellectual Property. All legal and other costs and expenses incurred in connection with the negotiation and conclusion of this Agreement shall be paid by the Party incurring such costs and expenses.

4. Counterparts. This Agreement 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 Agreement delivered by facsimile, e-mail, DocuSign 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.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

7. Entire Agreement; Amendment. This Agreement, including Schedule 1 hereto, embodies the entire Agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements with respect thereto. No waiver, amendment or modification of any provision hereof, including this written form requirement, or of any right or remedy hereunder shall be effective unless in writing and signed by both Parties.

8. Waiver. No waiver by any Party in one or more instances of any of the provisions of this Agreement or the breach thereof shall establish a precedent for any other instance with respect to that or any other provision. Furthermore, in case of waiver of a particular provision, all other provisions of this Agreement will continue in full force and effect.

9. Severability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable

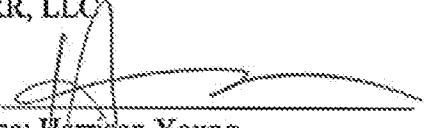
in any respect, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

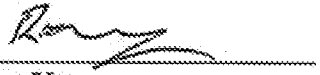
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IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

SELLER

HJRR, LLC

By: 
Name: Harrison Young
Title: Member

By: 
Name: Robert Young
Title: Member

AGREED TO AND ACCEPTED:

PURCHASER

The Michael Young Revocable Trust

By: 
Name: Michael Young
Title: Trustee

[Signature Page to Intellectual Property Purchase and Assignment Agreement]