

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRADLEY HOLDINGS LLC		09/07/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Catalyst Capital NWA, LLC		
Street Address:	7764 Longspur Avenue		
City:	Springdale		
State/Country:	ARKANSAS		
Postal Code:	72762		
Entity Type:	Limited Liability Company: ARKANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72334955	CHICKEN HOUSE AQ	
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:	9032785822		
Email:	jacob@catalystcap.us		
Correspondent Name:	Catalyst Capital NWA, LLC		
Address Line 1:	7764 Longspur Avenue		
Address Line 4:	Springdale, ARKANSAS 72762		
NAME OF SUBMITTER:	John Jacob Lively		
SIGNATURE:	/John Jacob Lively/		
DATE SIGNED:	10/03/2023		
Total Attachments: 4			
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OP \$40.00 72334955

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into effective as of September 1, 2023 ("the Effective Date"), by and between **BRADLEY HOLDINGS, L.L.C.**, an Arkansas limited liability company and **BRADLEY INDUSTRIES, INC.**, an Arkansas corporation (collectively, "Assignor"), and **CATALYST CAPITAL NWA, LLC** an Arkansas limited liability company ("Assignee"). Assignee and Assignor are hereinafter referred to separately as a "Party" and collectively as the "Parties."

A. Assignor owns the intellectual property rights to the "AQ Chicken House" brand of restaurants (the "Business").

B. Assignor and Assignee desire that the intellectual property of the Business be assigned to and owned by Assignee.

The Parties, in consideration of the foregoing and mutual promises hereinafter set forth below, agree as follows:

1. Definitions. As used herein, the following terms will have the meanings set forth below:

(a) "Intellectual Property Rights" means all past, present, and future rights of the following types, with respect to the Business, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights and copyrights; (ii) trademark, service mark, trade name rights, trade dress, goodwill, domain name rights and similar rights; (iii) trade secret rights and rights relating to protection of confidential information; (iv) patent, patent applications and industrial property rights; (v) other proprietary rights in intellectual property of every kind and nature; and (vi) registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) of this definition.

(b) "Embodiment" means all documentation, drafts, notes, files, records, computer-stored data, manuscripts and other tangible manifestations (whether in print, electronic, hardware, or other medium or format) describing all or any part of any Business Asset, or any Intellectual Property Right related to any Business Asset, or in which all or any part of any Business Asset, or any Intellectual Property Right related to any any Business Asset, is set forth, embodied, recorded or stored.

(c) "Business Assets" means all business, financial, marketing plans and projections, customer and supplier lists, price lists, mailing lists, customer and supplier records, contracts, and marketing rights, and other nonpublic or proprietary information relating to the Business.

(d) "Assigned Assets" means, collectively, all Business Assets, all Intellectual Property Rights relating to any Business Asset, and all Embodiments.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally and irrevocably transfers and assigns to Assignee, and its successors and assigns, Assignor's entire right, title and interest, on a worldwide basis, in and to the Assigned Assets.
3. Waiver. If any right, title or interest including any Intellectual Property Rights in the Assigned Assets, cannot (as a matter of law) be assigned by Assignor to Assignee as provided above, then Assignor unconditionally and irrevocably waives the enforcement of such rights and all claims and causes of action of any kind against Assignee with respect to such rights.
4. Assignor Representations and Warranties. As of the Effective Date, Assignor represents and warrants to Assignee that, to Assignor's knowledge, (i) Assignor is the sole owner of and has the full and exclusive right to assign all of the rights, title and interest in and to each of the Assigned Assets, (ii) none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with Assignee's use, exercise of, or ownership of, any of the Assigned Assets, (iii) the Assigned Assets are free of any claim of any prior employer or third party client of Assignor, and Assignor is not aware of any claims by any third party to any rights of any kind in or to any of the Assigned Assets, (iv) the Assigned Assets are an original work of Assignor, (v) Assignor has maintained the Assigned Assets in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in any Assigned Asset to any third party, and (vi) Assignor has disclosed and delivered all Embodiments of the Assigned Assets to the Assignee.
5. Further Actions. Following the Effective Date, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Assets to Assignee.
6. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to that body of laws pertaining to conflict of laws.
7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and assigns.
8. Amendment and Waiver. This Assignment may not be amended or modified unless mutually agreed upon in writing by the Parties and no waiver will be effective unless signed by the Party from whom such waiver is sought. The waiver by any Party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach.
9. Severability. If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment.

10. Entire Agreement. This Assignment is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the Parties.

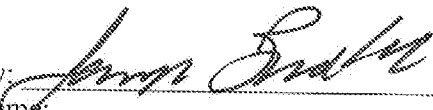
11. Counterparts: E-Sign. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

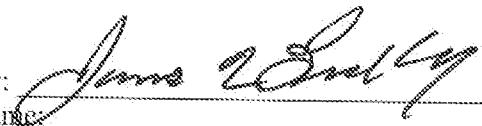
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

BRADLEY HOLDINGS, L.L.C.,
an Arkansas limited liability company

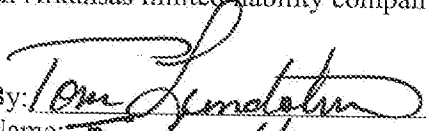
By: 
Name: _____
Title: owner

BRADLEY INDUSTRIES, INC.,
an Arkansas corporation

By: 
Name: _____
Title: owner

ASSIGNEE:

CATALYST CAPITAL NWA, LLC,
an Arkansas limited liability company

By: 
Name: Tom Lundstrom
Title: Mgr.

[Signature Page Intellectual Property Assignment]