

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443013

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/28/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rock Bottom Restaurants, Inc.		09/13/2017	Corporation:

RECEIVING PARTY DATA

Name:	Wadsworth Old Chicago, Inc.
Street Address:	8001 Arista Place
Internal Address:	Suite 500
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4738806	BEAT THE LEADER
Registration Number:	2013606	HALL OF FOAM
Registration Number:	2107495	OLD CHICAGO
Registration Number:	2066380	OLD CHICAGO
Registration Number:	3227182	OLD CHICAGO
Registration Number:	3127760	OLD CHICAGO
Registration Number:	1190244	OLD CHICAGO
Registration Number:	3138833	OLD CHICAGO 110 BREWS PASTA & PIZZA
Registration Number:	1318691	OLD CHICAGO FRESH PASTA & PIZZA
Registration Number:	4311920	OLD CHICAGO PIZZA & TAPROOM CRAFTED SINC
Registration Number:	2931519	OLD CHICAGO WORLD BEER TOUR
Registration Number:	2111577	PIZZA PALZ
Registration Number:	3005859	WORLD BEER TOUR
Serial Number:	87179786	TITAN TOOTHPICKS
Serial Number:	86796885	OC REWARDS
Serial Number:	87009097	EXPLORER SERIES
Serial Number:	87184777	CRAFT BEER AUTHORITY

OP \$465.00 4738806

Property Type	Number	Word Mark
Registration Number:	4718351	OH MY SPAGHETTI PIE

CORRESPONDENCE DATA

Fax Number:

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: 303.668.3952
Email: kris@managed-legal-services.com
Correspondent Name: Kristine Miller, Managed Legal Services
Address Line 1: 1740 Columbine Avenue
Address Line 4: Boulder, COLORADO 80302-7915

NAME OF SUBMITTER:	Kristine Miller, Colorado Bar Member
SIGNATURE:	/Kristine Miller/
DATE SIGNED:	09/13/2017

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of August 28, 2017, is made by and between Rock Bottom Restaurants, Inc., a Delaware corporation ("Assignor"), and Wadsworth Old Chicago, Inc., a Colorado corporation ("Assignee"). Reference is hereby made to the Contribution Agreement of even date herewith by and between Assignor and Assignee (the "Contribution Agreement").

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office ("USPTO") and the United States Copyright Office ("USCO"), as applicable, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. 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 (collectively, the "Assigned IP"):

(a) all trademark registrations and applications set forth on Schedule 1 and all renewals thereof, common law rights associated therewith, and goodwill symbolized thereby; provided that, with respect to any United States intent-to-use trademark application(s) set forth on Schedule 1, the transfer of such application(s) accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or portion of the business to which the trademark(s) pertains, and that business is ongoing and existing;

(b) all copyright registrations and pending applications for registration and exclusive copyright licenses set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof;

(c) all domain names and addresses set forth on Schedule 3 hereto;

(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. Recordation and Further Actions. Assignor hereby authorizes the USPTO and the USCO, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by Assignee. Following the date hereof, 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.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Contribution 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 Contribution Agreement shall not be superseded hereby but 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

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, 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 Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:


ROCK BOTTOM RESTAURANTS, INC.

By: 
Name: Rebecca Fischer
Title: Secretary

AGREED TO AND ACCEPTED:

ASSIGNEE:

WADSWORTH OLD CHICAGO, INC.

By: 
Name: COURTNEY Mowry
Title: ASST SECRETARY

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS	US REG. NO.
BEAT THE LEADER	4738806
HALL OF FOAM	2013606
OLD CHICAGO	2107495
OLD CHICAGO & Design	2066380
OLD CHICAGO	3227182
OLD CHICAGO	3127760
OLD CHICAGO	1190244
OLD CHICAGO 110 BREWS PASTA & PIZZA & Design	3138833
OLD CHICAGO FRESH PASTA & PIZZA & Design	1318691
OLD CHICAGO PIZZA & TAPROOM CRAFTED SINCE 1976 & Design	4311920
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