

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473439

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nunc Pro Tunc Assignment in its entirety including effective and execution dates previously recorded on Reel 006153 Frame 0586. Assignor(s) hereby confirms the fact that it is assigning the same registrations and applications to Assignee..
RESUBMIT DOCUMENT ID:	900432223

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rock Bottom Restaurants, Inc.		12/12/2017	Corporation: DELAWARE

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
Registration Number:	4718351	OH MY SPAGHETTI PIE
Serial Number:	87179786	TITAN TOOTHPICKS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86796885	OC REWARDS
Serial Number:	87009097	EXPLORER SERIES
Serial Number:	87184777	CRAFT BEER AUTHORITY

CORRESPONDENCE DATA

Fax Number: 3036683952

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: 3036683952

Email: kris@managed-legal-services.com

Correspondent Name: Kristine Miller

Address Line 1: 1740 Columbine Avenue

Address Line 2: Managed Legal Services

Address Line 4: BOULDER, COLORADO 80302

NAME OF SUBMITTER:	Kristine Miller, Attorney for Assignee
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SIGNATURE:	/Kristine Miller/
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DATE SIGNED:	05/10/2018
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Total Attachments: 6

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nunc Pro Tunc Assignment ("Unintended Assignment") in its entirety, previously recorded on Reel 006183 Frame 0586. Assignor(s) hereby confirms the the Corrective Assignment (dated 12/12/2017) rescinds, revokes, terminates and replaces the Unintended Assignment..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Puck Bottom Restaurants, Inc.		12/12/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Madsworth Old Chicago, Inc.
Street Address:	9001 Arista Place
Internal Address:	Suite 600
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4738906	BEAT THE LEADER
Registration Number:	2013666	HALL OF FOAM
Registration Number:	2107466	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 116 BREWS PASTA & PIZZA
Registration Number:	1318691	OLD CHICAGO FRESH PASTA & PIZZA
Registration Number:	4311920	OLD CHICAGO PIZZA & TAPPOOM CRAFTED SINC
Registration Number:	2931519	OLD CHICAGO WORLD BEER TOUR
Registration Number:	2111577	PIZZA PALZ
Registration Number:	3005859	WORLD BEER TOUR
Registration Number:	4718361	OH MY SPAGHETTI PIE
Serial Number:	87179788	TITAN TOOTHPICKS
Serial Number:	88796865	OC REWARDS
Serial Number:	87009097	EXPLORER SERIES
Serial Number:	87184777	CRAFT BEER AUTHORITY

CORRESPONDENCE DATA

TRADEMARK

REEL: 006324 FRAME: 0750

Fax Number: 3039930952
Phone: 3039683462
Email: kris@managed-legal-services.com
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.
Correspondent Name: Kristine Miller
Address Line 1: 1740 Columbine Avenue
Address Line 2: Managed Legal Services
Address Line 4: BOULDER, COLORADO 80302

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Kristine M. Miller, Attorney

Signature: /Kristine M. Miller/

Date: 12/14/2017

Total Attachments: 11
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RECEIPT INFORMATION

ETAS ID: TM454815
Receipt Date: 12/14/2017
Fee Amount: 3495

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), is made and entered into on December 12, 2017, by and between Rock Bottom Restaurants, Inc., a Delaware corporation ("Assignor"), and Wadsworth Old Chicago, Inc., a Colorado corporation ("Assignee").

WHEREAS, the parties mistakenly and erroneously executed and filed that certain Intellectual Property Assignment Agreement (the "Unintended Assignment"), dated August 28, 2017 (the "Prior Date"), by and between Assignor and Assignee, with the United States Patent and Trademark Office ("USPTO"), recorded at Reel 006153 Frame 0589;

WHEREAS, the parties desire to rescind, revoke and terminate the Unintended Assignment in its entirety, with effectiveness from the Prior Date;

WHEREAS, it is the parties' intent that, subject to the recital that follows, Assignor still holds all right, title, and interest in and to certain intellectual property of Assignor that the Unintended Assignment purported to transfer to Assignee on the Prior Date;

WHEREAS, under the terms of this Agreement, Assignor desires to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement for recording with the USPTO, 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. Rescission of Unintended Assignment. The parties hereby rescind, revoke, and terminate the Unintended Assignment in its entirety, which rescission, revocation, and termination shall be effective as of the Prior Date.

2. 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 hereto and all renewals thereof, common law rights associated therewith, and goodwill symbolized thereby;

(b) 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;

(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 foregoing; and

(d) 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.

3. Recordation and Further Actions. Assignor hereby authorizes the USPTO, 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.

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:

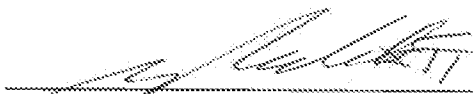
ROCK BOTTOM RESTAURANTS, INC.

By: 
Name: Brian Morrow
Title: CFO and Treasurer

AGREED TO AND ACCEPTED:

ASSIGNEE:

WADWORTH OLD CHICAGO, INC.

By: 
Name: Mike Mrlik
Title: President, Vice-President

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
OLD CHICAGO WORLD BEER TOUR & Design	2931519
PIZZA PALZ	2111577
WORLD BEER TOUR	3005859
OH MY SPAGHETTI PIE	4718351
TITAN TOOTHPICKS	87179786
OC REWARDS	86796885
EXPLORER SERIES	87009097
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