

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	10/21/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Perkins & Marie Callender's LLC		10/21/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perkins & Marie Callender's Holding, LLC		
<b>Street Address:</b>	6075 Poplar Avenue, Suite 800		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38119		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1243032	BOTTOMLESS POT OF COFFEE	
<b>Registration Number:</b>	2286891	KID PERKS	
<b>Registration Number:</b>	1663533	MAGNIFICENT SEVEN	
<b>Registration Number:</b>	1751454	MAMMOTH MUFFIN	
<b>Registration Number:</b>	0809680	PERKINS	
<b>Registration Number:</b>	1464960	PERKINS FAMILY RESTAURANT BAKERY	
<b>Registration Number:</b>	1403560	PERKINS FAMILY RESTAURANT BAKERY	
<b>Registration Number:</b>	1403558	PERKINS FAMILY RESTAURANT	
<b>Registration Number:</b>	1203149	PERKINS	
<b>Registration Number:</b>	1231484	PERKINS	
<b>Registration Number:</b>	1679722	PERKINS PROMISE	
<b>Registration Number:</b>	2490366	PERKINS RESTAURANT & BAKERY	
<b>Registration Number:</b>	2492247	PERKINS RESTAURANT & BAKERY	
<b>Registration Number:</b>	1897634	TREMENDOUS TWELVE	
<b>Registration Number:</b>	3650818	BREAKFAST IS JUST THE BEGINNING	
<b>Registration Number:</b>	4417027	MYPERKINS	
<b>Registration Number:</b>	4566948	STRAWBERRY FRESH-TIVAL	

CH \$440.00 1243032

**CORRESPONDENCE DATA****Fax Number:** 2028874288*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:** 2149692741**Email:** blove@akingump.com**Correspondent Name:** AKIN GUMP STRAUSS HAUER & FELD LLP**Address Line 1:** 2001 K Street N.W.**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** 696290.0004**NAME OF SUBMITTER:** Brenda love**SIGNATURE:** /Brenda Love/**DATE SIGNED:** 12/19/2019**Total Attachments: 6**

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## NUNC PRO TUNC ASSIGNMENT OF MARKS

This NUNC PRO TUNC ASSIGNMENT OF MARKS (this "Assignment"), made effective as of October 21, 2019 ("Effective Date"), is by and between PERKINS & MARIE CALLENDER'S, LLC, a Delaware limited liability company (the "Assignor"), and PERKINS & MARIE CALLENDER'S HOLDING, LLC a Delaware limited liability company (the "Assignee"), and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement by and between the Assignee and certain of its subsidiaries and and Huddle House, Inc., a Georgia corporation, dated as of September 10, 2019 (as amended and supplemented by the joinder executed by the PERKINS LLC, a Delaware limited liability company, the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

### BACKGROUND STATEMENT

Assignor is the exclusive owner of all right and title in and to the trademarks and the registrations and applications therefor as set forth on **Appendix A** attached hereto (the "Marks"). Assignor desires to sell, transfer, convey, assign, and deliver to Assignee, and Assignee desires to purchase, acquire, and accept from Assignor, all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business represented by the Marks, for the consideration and on the terms set forth herein.

### STATEMENT OF AGREEMENT

In consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all of the Assignor's right, title, and interest in and to the Marks in the United States and throughout the world, together with any common law rights relating to the Marks and the goodwill of the business represented by the Marks, along with all rights to: (a) register, prosecute, maintain and defend the Marks before any public or private agency or registrar; (b) sue, bring actions, counterclaim, defend against or otherwise collect damages and payments for claims of past, present, and future infringements, unfair competition, misappropriations, dilution, damage, or injury thereof; (c) all profit, income, royalties, damages, and payments now or hereafter due or payable with respect thereto; and (d) fully and entirely stand in the place of the Assignor in all matters related thereto, in each case of (a)-(d), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. No Modification. This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement, including the representations and warranties relating to the Marks.

3. Further Assurances. Assignor shall provide to Assignee, its successors, assigns, or other legal representatives cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required), at Assignee's request and expense, in connection with: (a) as necessary, preparation and prosecution of any application for registration or renewal for registration covering any of the Marks; (b) prosecution or defense of any cancellation, opposition, infringement, or other proceedings that may arise in connection with any of the Marks, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (c) implementation, perfection, and/or recording of any releases of any and all claims, liens, and other encumbrances in and to the Marks; and (d) implementation,

perfection, and/or recording of this Assignment, including executing any other documents to effectuate the intent of this Assignment.

4. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

5. Entire Agreement. This Agreement, together with the Purchase Agreement, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Purchase Agreement, which govern the parties' rights and interests in the Marks. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

6. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

*[Signature page follows.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR:

PERKINS & MARIE CALLENDER'S, LLC  
a Delaware limited liability company

By: 

Name: Marcus Hewitt

Title: Authorized Officer

**ACCEPTANCE**

Assignee hereby declares that it has accepted the foregoing assignment as of the date first written above.

**ASSIGNEE:**

**PERKINS & MARIE CALLENDER'S HOLDING, LLC  
A DELAWARE LIMITED LIABILITY COMPANY**

By:   
Name: Marcus Hewitt  
Title: Authorized Officer

**APPENDIX A**  
**TO**  
**ASSIGNMENT OF MARKS**

TRADEMARK REGISTRATIONS AND APPLICATIONS							
Mark Name	Mark Type	Country	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
BOTTOMLESS POT OF COFFEE	TM	United States	Registered	73369311	1243032	6/14/1982	6/21/1983
KID PERKS	SM	United States	Registered	75126473	2286891	10/19/1999	10/19/1999
MAGNIFICENT SEVEN	TM	United States	Registered	74104828	1663533	10/11/1990	11/5/1991
MAMMOTH MUFFIN	TM	United States	Registered	74280215	1751454	6/1/1992	2/9/1993
PERKINS	SM	United States	Registered	72214368	0809680	3/17/1965	6/7/1966
PERKINS FAMILY RESTAURANT BAKERY in double oval	SM	United States	Registered	73611605	1464960	7/28/1986	11/10/1987
PERKINS FAMILY RESTAURANT BAKERY in oval	SM	United States	Registered	73573480	1403560	12/16/1985	7/29/1986
PERKINS FAMILY RESTAURANT and design	SM	United States	Registered	73573468	1403558	12/16/1985	7/29/1986
PERKINS in oval	SM	United States	Registered	73266573	1203149	6/16/1980	7/27/1982
PERKINS in script	SM	United States	Registered	73326036	1231484	8/31/1981	3/15/1983
PERKINS PROMISE	SM	United States	Registered	74086591	1679722	8/10/1990	3/17/1992

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark Name	Mark Type	Country	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
PERKINS RESTAURANT & BAKERY	TM	United States	Registered	76039198	2490366	5/3/2000	9/18/2001
PERKINS RESTAURANT & BAKERY in double oval	TM	United States	Registered	76039197	2492247	5/3/2000	9/25/2001
TREMENDOUS TWELVE	TM	United States	Registered	74421815	1897634	8/9/1993	6/6/1995
BREAKFAST IS JUST THE BEGINNING	SM	United States	Cancelled	77637851	3650818	12/22/2008	7/7/2009
MYPERKINS	SM	United States	Registered	85704013	4417027	8/15/2012	10/15/2013
STRAWBERRY FRESH-TIVAL	TM	United States	Registered	86072003	4566948	9/23/2013	7/15/2014