

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583082

| | | | |
|-----------------------------------|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Krystal Company | | 05/18/2020 | Corporation: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | Krystal Restaurants LLC | | |
| Street Address: | 1455 Lincoln Pkwy, Suite 600 | | |
| City: | Dunwoody | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30346 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 30 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4205762 | CHIK | |
| Registration Number: | 4217196 | CHILI CHEESE PUP | |
| Registration Number: | 4205755 | CORN PUP | |
| Registration Number: | 2610061 | HASH BROWN KRYSPERS | |
| Registration Number: | 2281199 | KRYSTAL | |
| Registration Number: | 2282541 | KRYSTAL | |
| Registration Number: | 1330234 | KRYSTAL | |
| Registration Number: | 2305146 | KRYSTAL | |
| Registration Number: | 1787005 | KRYSTAL | |
| Registration Number: | 2033261 | KRYSTAL | |
| Registration Number: | 1943491 | KRYSTAL | |
| Registration Number: | 1876821 | KRYSTAL | |
| Registration Number: | 2120676 | KRYSTAL | |
| Registration Number: | 1330251 | KRYSTAL | |
| Registration Number: | 1331146 | KRYSTAL | |
| Registration Number: | 5756748 | KRYSTAL | |
| Registration Number: | 5810997 | KRYSTAL | |
| Registration Number: | 5951212 | KRYSTAL | |
| Registration Number: | 5951213 | KRYSTAL | |

CH \$765.00 4205762

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3243487 | KRYSTAL BREAKFAST SCRAMBLER |
| Registration Number: | 3971926 | KRYSTAL GAME TIME WINGS BEST WINGS IN TH |
| Registration Number: | 5032462 | |
| Registration Number: | 4743522 | |
| Registration Number: | 5199848 | KRYSTAL JUNKYARD FRIES |
| Registration Number: | 3197634 | KRYSTAL LOVERS |
| Registration Number: | 2013581 | KRYSTAL SUNRISER |
| Registration Number: | 2670133 | LITTLE FOOD, BIG TASTE |
| Registration Number: | 5041170 | SHUN THE HO-HUM |
| Registration Number: | 3257380 | TAKE ALONG A SACKFULL |
| Registration Number: | 4916524 | THE ROADIE 44 OUNCER |

CORRESPONDENCE DATA

Fax Number: 4048817777

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: 404-881-7000

Email: kelly.branch@alston.com

Correspondent Name: Mary Grace Gallagher

Address Line 1: 1201 West Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Mary Grace Gallagher

SIGNATURE: /Mary Grace Gallagher/

DATE SIGNED: 06/25/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of May 18, 2020 (such date, the “Effective Date”, and such agreement, this “Intellectual Property Assignment”), is entered into by and between The Krystal Company, a Tennessee corporation (the “Assignor”) and Krystal Restaurants LLC, a Delaware limited liability company (the “Assignee”). The Assignor and the Assignee are sometimes herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, DB KRST Investors LLC, an Affiliate of Assignee (“Bidco”), and Assignor entered into that certain Asset Purchase Agreement dated as of May 6, 2020 (as amended by that certain First Amendment to Asset Purchase Agreement dated as of May 12, 2020, the “Asset Purchase Agreement”);

WHEREAS, the Assignor owns the Owned Intellectual Property, including the (a) issued patents and patent applications, (b) trademark and service mark registrations and applications, (c) copyright registrations and applications and (d) registered Internet domain names, in each case, set forth on Schedule 1 hereto; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor desires to assign, transfer, convey and deliver to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor’s right, title and interest in, to and under the Owned Intellectual Property and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, the Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all of Assignor’s right, title and interest in and to the Owned Intellectual Property, together with (a) all goodwill of the business associated with or symbolized by the Owned Intellectual Property, (b) all common law rights in, and all rights derived from, the Owned Intellectual Property and all issuances and registrations that may be granted thereon, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Owned Intellectual Property, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Owned Intellectual Property and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Owned Intellectual Property, (f) the right to claim priority based on the Owned Intellectual Property and (g) the right to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have

been held and enjoyed by the Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Further Assurances. As may be necessary, the Assignor shall use reasonable efforts (at the sole cost and expense of Assignee) to (i) execute, acknowledge and deliver such other instruments, documents and agreements and (ii) do such other things, in each case, as may be reasonably necessary to carry out its obligations under this Intellectual Property Assignment and as may be reasonably necessary to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. The Assignor further agrees to (at the sole cost and expense of Assignee) assist the Assignee in changing the technical and administrative contact information for the Internet domain names included in the Owned Intellectual Property with the applicable Internet domain name registrars to such information of the Assignee's choice (including by delivering to the Assignee any and all applicable user names and passwords for any accounts related to such Internet domain names to enable the Assignee to assume control of such Internet domain names). If the Assignor fails to promptly take or execute any action or document described in this Section 2 after written request by the Assignee, then the Assignor hereby constitutes and appoints the Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of the Assignor but on behalf and for the benefit of the Assignee, to take and execute in the name of the Assignor any and all actions and documents that may be deemed necessary or proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Intellectual Property Assignment. Assignee shall be responsible for payment of all costs and expenses of Assignor in connection with the obligations under this Section 2.

3. Entire Agreement. This Intellectual Property Assignment, together with the Asset Purchase Agreement and the other agreements, instruments, certificates and documents executed and delivered in connection therewith, represent the entire understanding and agreement among the Parties with respect to the subject matter hereof.

4. Amendment and Waiver. This Intellectual Property Assignment can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Intellectual Property Assignment signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

5. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Intellectual Property Assignment is entered into pursuant to, and subject to all of the terms and conditions of, the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of the Seller, Purchaser or Bidco contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Intellectual Property Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

6. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such State.

7. Binding Effect. This Intellectual Property Assignment shall be binding upon and inure to the Parties and their respective successors and assigns. Nothing in this Intellectual Property Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

8. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Intellectual Property Assignment shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

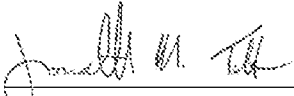
9. Headings. The division of this Intellectual Property Assignment into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Intellectual Property Assignment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:

THE KRYSTAL COMPANY

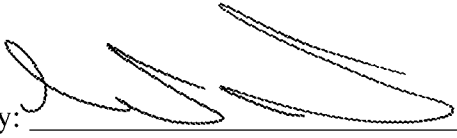
By:  _____

Name: Jonathan Tibus

Title: Chief Restructuring Officer

ASSIGNEE:

KRYSTAL RESTAURANTS LLC

By: 

Name: Scott Silvers

Title: Authorized Signatory

Schedule 1


Owned Intellectual Property



Issued and Applied-For Patents


None.


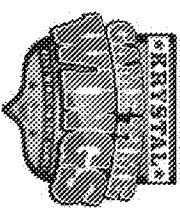
Registered and Applied-For Trademarks

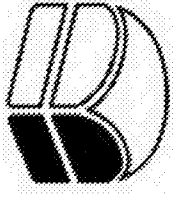
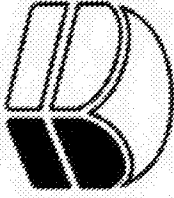
| Mark | Jurisdiction | Reg. No. | App. No. | Reg. Date | Filing Date | Class | Goods | Legal Owner |
|----------------------|--------------|----------|----------|------------|-------------|-------|--|---------------------|
| CHIK | U.S. | 4205762 | 85536255 | 09/11/2012 | 02/07/2012 | 30 | Specialty prepared sandwiches | The Krystal Company |
| CHILI CHEESE PUP | U.S. | 4217196 | 85536153 | 10/02/2012 | 02/07/2012 | 30 | Frankfurter sandwiches containing chili and cheese, for consumption on or off the premises | The Krystal Company |
| CORN PUP | U.S. | 4205755 | 85536127 | 09/11/2012 | 02/07/2012 | 30 | Miniature frankfurters, encased in a bread crust on a stick | The Krystal Company |
| HASH BROWN KRYSPEERS | U.S. | 2610061 | 75563773 | 08/20/2002 | 10/05/1998 | 29 | Hash brown potatoes for consumption on or off the premises | The Krystal Company |
| KRYSTAL | U.S. | 2281199 | 75510205 | 09/28/1999 | 06/29/1998 | 41 | Education services, namely, conducting classes, conferences and workshops in the field of restaurant management and operations, and distributing course material in conjunction therewith, entertainment services in the nature of athletic competitions | The Krystal Company |
| KRYSTAL | U.S. | 2282541 | 75352556 | 10/05/1999 | 09/05/1997 | 09 | Computer software for use in restaurant management applications, namely, transferring data from point of sale devices, for inventory and time and attendance management, for data base | The Krystal Company |


| Mark | Jurisdiction | Reg. No. | App. No. | Reg. Date | Filing Date | Class | Goods | Legal Owner |
|---|--------------|----------|----------|------------|-------------|-------|--|---------------------|
| | | | | | | | management, and for supporting restaurant operations | |
| KRYSTAL | U.S. | 1330234 | 73490050 | 04/09/1985 | 07/16/1984 | 42 | Restaurant Services | The Krystal Company |
| KRYSTAL | U.S. | 2305146 | 75347993 | 01/04/2000 | 08/27/1997 | 39 | Delivery of goods by truck | The Krystal Company |
| KRYSTAL | U.S. | 1787005 | 74337580 | 08/10/1993 | 12/07/1992 | 35 | Franchising services; namely, offering technical assistance, business consulting, data processing, and training in the establishment and operation of restaurants | The Krystal Company |
| KRYSTAL | U.S. | 2033261 | 74516549 | 01/28/1997 | 04/25/1994 | 25 | Clothing, namely, T-shirts, golf shirts, polo shirts, hats, visors, shorts, sweaters, sweatshirts, sweatpants, jackets, wind breakers, and aprons | The Krystal Company |
| KRYSTAL | U.S. | 1943491 | 74516536 | 12/26/1995 | 04/25/1994 | 21 | Drinking glasses and bowls, not of leaded glass, coffee cups, mugs, paper cups, plastic cups, thermal insulated containers for beverages, squeeze bottles, ice chests and ice buckets distributed through 'Krystal and Krystal Kwik' restaurants | The Krystal Company |
| KRYSTAL | U.S. | 1876821 | 74484271 | 01/31/1995 | 01/31/1994 | 32 | Light beverages, namely soft drinks, fruit juices, vegetable juices and aerated fruit juices | The Krystal Company |
| KRYSTAL | U.S. | 2120676 | 74484253 | 12/16/1997 | 01/31/1994 | 28 | Toys, namely toy balloons, plastic toy animals, plush toys, toy vehicles, inflatable bath toys, and inflatable play toys | The Krystal Company |
|  | U.S. | 1330251 | 73491387 | 04/09/1985 | 07/23/1984 | 42 | Restaurant Services | The Krystal Company |

| Mark | Jurisdiction | Reg. No. | App. No. | Reg. Date | Filing Date | Class | Goods | Legal Owner |
|---|--------------|----------|----------|------------|-------------|-----------------------------|---|---------------------|
|  | U.S. | 1331146 | 73491385 | 04/16/1985 | 07/23/1984 | 30 | Various Fast Food Items-Namely, Hamburger and Cheeseburger Sandwiches for Consumption On or Off the Premises | The Krystal Company |
|  | U.S. | 5756748 | 88142904 | 05/21/2019 | 10/04/2018 | 25, 29, 30, 32, 43 | <p>25: Clothing, namely, T-shirts, golf shirts, polo shirts, vests, hats, visors, head bands, shorts, sweaters, sweatshirts, sweatpants, jackets, wind breakers, and aprons</p> <p>29: Specially prepared entree consisting primarily of eggs, meat and cheese, and also containing grits, for consumption on or off the premises; French fries; Corn dogs; Prepared chicken wings, sold through applicant's restaurants</p> <p>30: Cheeseburger sandwiches; Hamburger sandwiches; Hot dog sandwiches; Specially prepared sandwiches; Specially prepared sandwiches served on a square bun; Various Fast Food Items-Namely, Hamburger and Cheeseburger Sandwiches for Consumption On or Off the Premises; Coffee and tea</p> <p>32: Light beverages, namely, soft drinks, fruit juices, vegetable juices and aerated fruit juices</p> | The Krystal Company |

| Mark | Jurisdiction | Reg. No. | App. No. | Reg. Date | Filing Date | Class | Goods | Legal Owner |
|---|--------------|----------|----------|------------|-------------|--------------------------------|---|---------------------|
|  | U.S. | 5810997 | 88142894 | 07/23/2019 | 10/04/2018 | 25, 29, 30, 32, 43 | 43: Fast-food restaurant services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Food and drink catering 25: Clothing, namely, T-shirts, golf shirts, polo shirts, vests, hats, visors, head bands, shorts, sweaters, sweatshirts, sweatpants, jackets, wind breakers, and aprons 29: Specially prepared entree consisting primarily of eggs, meat and cheese, and also containing grits, for consumption on or off the premises; French fries; Corn dogs; Prepared chicken wings, sold through restaurants 30: Cheeseburger sandwiches; Hamburger sandwiches; Hot dog sandwiches; Specially prepared sandwiches; Specially prepared sandwiches served on a square bun; Various Fast Food Items- Namely, Hamburger and Cheeseburger Sandwiches for Consumption On or Off the Premises; Coffee and tea | The Krystal Company |

| Mark | Jurisdiction | Reg. No. | App. No. | Reg. Date | Filing Date | Class | Goods | Legal Owner |
|---|--------------|----------|----------|------------|-------------|-----------|--|---------------------|
|  | U.S. | 5951212 | 88142899 | 12/31/2019 | 10/04/2018 | 35, 39 | 32: Light beverages, namely, soft drinks, fruit juices, vegetable juices and aerated fruit juices 43: Fast-food restaurant services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Food and drink catering | The Krystal Company |
| <i>Krystal</i> | U.S. | 5951213 | 88142907 | 12/31/2019 | 10/04/2018 | 35, 39 | 35: On-line ordering services in the field of restaurant take-out and delivery 39: Delivery of food by restaurants | The Krystal Company |
| KRYSTAL BREAKFAST SCRAMBLER | U.S. | 3243487 | 78266532 | 05/22/2007 | 06/04/2003 | 29 | Specially prepared entree consisting primarily of eggs, meat and cheese, and also containing grits, for consumption on or off the premises | The Krystal Company |
|  | U.S. | 3971926 | 85077131 | 05/31/2011 | 07/02/2010 | 29 | Prepared chicken wings, sold through applicant's restaurants | The Krystal Company |

| Mark | Jurisdiction | Reg. No. | App. No. | Reg. Date | Filing Date | Class | Goods | Legal Owner |
|---|--------------|----------|----------|------------|-------------|-----------|---|---------------------|
|  | U.S. | 5032462 | 86419132 | 08/30/2016 | 10/09/2014 | 35 | Administration of a customer loyalty program which provides incentive awards to customers through a loyalty card program for the purpose of promoting and rewarding loyalty | The Krystal Company |
|  | U.S. | 4743522 | 86419147 | 05/26/2015 | 10/09/2014 | 30, 43 | 30: Cheeseburger sandwiches; Hamburger sandwiches 43: Fast-food restaurant services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises | The Krystal Company |
| KRYSTAL JUNKYARD FRIES | U.S. | 5199848 | 87196450 | 05/09/2017 | 10/07/2016 | 29 | French fries | The Krystal Company |
| KRYSTAL LOVERS | U.S. | 3197634 | 78690927 | 01/09/2007 | 08/11/2005 | 43 | Restaurant services | The Krystal Company |
| KRYSTAL SUNRISER | U.S. | 2013581 | 75005549 | 11/05/1996 | 10/13/1995 | 30 | Specially prepared sandwiches served on a square bun | The Krystal Company |
| LITTLE FOOD, BIG TASTE | U.S. | 2670133 | 76286901 | 12/31/2002 | 07/17/2001 | 42 | Restaurant services | The Krystal Company |
| SHUN THE HO- HUM | U.S. | 5041170 | 86932967 | 09/13/2016 | 03/08/2016 | 43 | Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Fast-food restaurant services; Fast-food restaurant services; Take-out restaurant services | The Krystal Company |
| TAKE ALONG A SACKFUL | U.S. | 3257380 | 75710783 | 07/03/2007 | 05/20/1999 | 43 | Restaurant services | The Krystal Company |

| Mark | Jurisdiction | Reg. No. | App. No. | Reg. Date | Filing Date | Class | Goods | Legal Owner |
|---|--------------|----------|----------|------------|-------------|-------|---|---------------------|
|  | U.S. | 4916524 | 86322773 | 03/15/2016 | 06/27/2014 | 32 | Soft drink beverages sold in quick serve restaurants for consumption on or off the premises | The Krystal Company |

Registered and Applied-For Copyrights

None.

Registered Internet Domain Names

| Domain | Legal Owner | Expiration Date |
|---|---------------------|-----------------|
| Thekrystalfoundation.com | The Krystal Company | 09/28/2023 |
| krystalco.com | The Krystal Company | 05/04/2023 |
| krystal.com | The Krystal Company | 10/25/2031 |
| krystal.org | The Krystal Company | 11/12/2025 |
| krystal.net | The Krystal Company | 06/01/2025 |
| krystal-lovers.com | The Krystal Company | 02/03/2026 |
| krystalchik.com | The Krystal Company | 01/18/2023 |
| krystalchiks.com | The Krystal Company | 01/18/2023 |
| krystalhotspot.com | The Krystal Company | 01/18/2022 |
| saucychik.com | The Krystal Company | 01/18/2023 |
| saucychiks.com | The Krystal Company | 01/18/2023 |
| kryddns.com | The Krystal Company | 09/27/2020 |
| krystal-franchising.com | The Krystal Company | 03/10/2025 |
| thekafe.com | The Krystal Company | 09/07/2020 |
| thekrystalfoundation.net | The Krystal Company | 08/14/2023 |
| thekrystalfoundation.org | The Krystal Company | 09/28/2023 |
| krystaltoo.com | The Krystal Company | 08/19/2021 |
| krystalco.info | The Krystal Company | 04/09/2023 |
| krystalfoundation.com | The Krystal Company | 09/28/2023 |
| krystalfranchising.com | The Krystal Company | 03/10/2025 |
| krystalfulfillment.com | The Krystal Company | 03/01/2023 |
| krystal-marketing.com | The Krystal Company | 02/19/2023 |
| krystal.catering | The Krystal Company | 09/07/2023 |
| krystal.xxx | The Krystal Company | 12/12/2025 |
| krystalcatering.com | The Krystal Company | 09/07/2021 |
| krystalcaters.com | The Krystal Company | 09/07/2021 |
| krystalcaters.online | The Krystal Company | 02/14/2021 |
| Private Registration (krystal.org) | The Krystal Company | 11/12/2025 |
| Private Registration (krystalcaters.online) | The Krystal Company | 02/14/2021 |
| Web Forwarding (krystalcaters.online) | The Krystal Company | 02/14/2021 |
| chilicheesification.com | The Krystal Company | 06/02/2029 |
| gamedaywings.com | The Krystal Company | 04/22/2023 |
| gametimewings.com | The Krystal Company | 06/24/2023 |