

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583524

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Krystal Company		05/18/2020	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Krystal Restaurants LLC		
<b>Street Address:</b>	123 pine		
<b>City:</b>	greer		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29651		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4205762	CHIK	
<b>Registration Number:</b>	4217196	CHILI CHEESE PUP	
<b>Registration Number:</b>	4205755	CORN PUP	
<b>Registration Number:</b>	2610061	HASH BROWN KRYSPERS	
<b>Registration Number:</b>	2281199	KRYSTAL	
<b>Registration Number:</b>	2282541	KRYSTAL	
<b>Registration Number:</b>	1330234	KRYSTAL	
<b>Registration Number:</b>	2305146	KRYSTAL	
<b>Registration Number:</b>	1787005	KRYSTAL	
<b>Registration Number:</b>	2033261	KRYSTAL	
<b>Registration Number:</b>	1943491	KRYSTAL	
<b>Registration Number:</b>	1876821	KRYSTAL	
<b>Registration Number:</b>	2120676	KRYSTAL	
<b>Registration Number:</b>	1330251	KRYSTAL	
<b>Registration Number:</b>	1331146	KRYSTAL	
<b>Registration Number:</b>	5756748	KRYSTAL	
<b>Registration Number:</b>	5810997	KRYSTAL	
<b>Registration Number:</b>	5951212	KRYSTAL	
<b>Registration Number:</b>	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: 7044441111

*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: 7044441115

Email: elaine.hunt@alston.com

Correspondent Name: Lauren R. Timmons

Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	06/29/2020

**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.

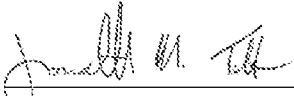
9. Headings. The division of this Intellectual Property Assignment into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Intellectual Property Assignment.

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**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**

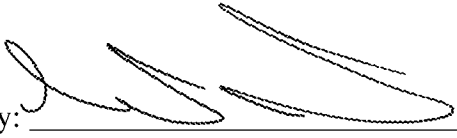
By:  \_\_\_\_\_

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


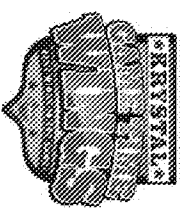
Mark	Jurisdiction	Reg. No.	App. No.	Reg. Date	Filing Date	Class	Goods	Legal Owner
CHIK	U.S.	4205762	85536255	09/11/2012	02/07/2012	30	Specialty prepared sandwiches	The Krystal Company
CHILI CHEESE PUP	U.S.	4217196	85536153	10/02/2012	02/07/2012	30	Frankfurter sandwiches containing chili and cheese, for 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

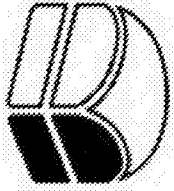
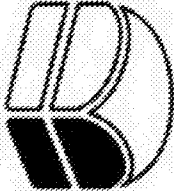



Mark	Jurisdiction	Reg. No.	App. No.	Reg. Date	Filing Date	Class	Goods	Legal Owner
							management, and for supporting restaurant operations	
KRYSTAL	U.S.	1330234	73490050	04/09/1985	07/16/1984	42	Restaurant Services	The Krystal Company
KRYSTAL	U.S.	2305146	75347993	01/04/2000	08/27/1997	39	Delivery 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	39: Delivery of food by restaurants  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

<b>Domain</b>	<b>Legal Owner</b>	<b>Expiration Date</b>
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