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FORM PTO-1584  
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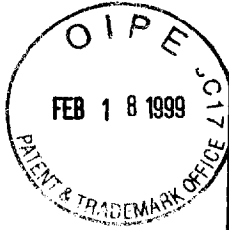


U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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To the Honorable Commissioned original documents or copy thereof.



1. Name of conveying party(ies):  
PIZZA PARK CORPORATION

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Domino's Pizza, Inc.  
 Internal Address: Domino's Farms  
 Street Address: 30 Frank Lloyd Wright Dr.  
 City: Ann Arbor State: MI ZIP: 48106

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designators must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other
  - Merger
  - Change of Name

Execution Date: 12/18/98

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
Serial No. 75/504,692

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey P. Thernisch  
Pear Sperling Eggen & Muskovitz  
 Internal Address:

Domino's Farms

Street Address: 24 Frank Lloyd Wright  
Drive

City: Ann Arbor State: MI ZIP: 48105

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey P. Thernisch  
 Name of Person Signing

Jeffrey P. Thernisch  
 Signature

2/11/99  
Date

(734) 665-4441

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
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02/22/1999 580605 00000031 75504692 40.00 DP  
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TRADEMARK  
REEL: 1857 FRAME: 0811

ASSIGNMENT OF SERVICE MARK

THIS ASSIGNMENT is made as of the 8<sup>th</sup> day of ~~October~~ <sup>December</sup>, 1998, between Pizza Park Corporation, a Minnesota corporation, having a principal place of business located at 8555 Aero Drive, Suite 102 in San Diego, CA 92123 (hereinafter "Assignor") and Domino's Pizza, Inc., a Michigan corporation, doing business at 30 Frank Lloyd Wright Drive in Ann Arbor, MI 48105 (hereinafter "Assignee") with reference to the following facts:

A. Assignor is the owner of a certain trademark application currently pending before the U.S. Patent & Trademark Office identified as Serial No. 75/504,692, more fully described on Exhibit A, attached hereto (the "Mark");

B. Assignor wishes to assign the Mark, together with the good will associated with the Mark, to Assignee and Assignee wishes to accept such assignment.

THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Mark, the good will of the business associated with the Mark, together with the right to bring any demands or actions arising by reason of any past unauthorized use of the Mark by third parties.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement as of the day and year first above written.

PIZZA PARK CORPORATION ("Assignor")

By: *Michael Lee Brown*

Its: President

SEE NOTARY CERTIFICATE  
ATTACHED 000021

DOMINO'S PIZZA, INC. ("Assignee")

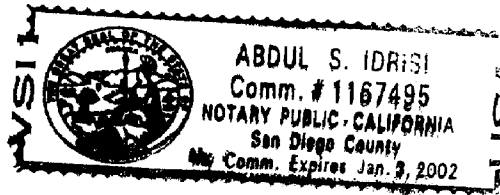
By: *Harold*

Its: President

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF San Diego )

Acknowledged before me in San Diego County, California, on October 8, <sup>December</sup> 1998, by Michael Brown, the President of Pizza Park Corporation, a Minnesota corporation, for the corporation.

Abdul S. Idrisi  
Notary Public  
\_\_\_\_\_ County, Connecticut  
My commission expires: 1-3-2002



## EXHIBIT A

1. U.S. Trademark Application Serial No. 75/504,692 for ORDERDOMINOS.COM in International Class 42 for Restaurant Take-Out Food And Delivery Services Available Through Computer Communications Featuring A Web Site For Telephone And/Or On-Line Ordering Of Food Items; Providing A Web Site Featuring Information On The Location Of Participating Restaurants, Involvement In Community Activities, And Electronic Coupons For Placing Food Orders Via A Global Computer Information Network filed June 16, 1998 by Pizza Park Corporation of San Diego, California.