

08-25-1999

F-FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101126964

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8-23-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 8-23-99		Conveyance Type	
<input checked="" type="checkbox"/> New		<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # []	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # [] Frame # []	<input type="checkbox"/> Merger	Effective Date Month Day Year []
<input type="checkbox"/> Corrective Document	Reel # [] Frame # []	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	[]

Conveying Party Mark if additional names of conveying parties attached

Name Domino's Pizza, Inc. Execution Date 08/18/99

Formerly []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization Michigan

Receiving Party Mark if additional names of receiving parties attached

Name Domino's Pizza PMC, Inc.

DBA/AKA/TA []

Composed of []

Address (line 1) 30 Frank Lloyd Wright Drive

Address (line 2) []

Address (line 3) Ann Arbor Michigan 48106-0997

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other []

Citizenship/State of Incorporation/Organization Michigan

08/25/1999 MTHAI1 00000051 75757346

FOR OFFICE USE ONLY

01 FC: 481 40.00 OP
02 FC: 482 50.00 OP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001946 FRAME: 0990

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number/Lithe Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75757346"/>	<input type="text" value="75756308"/>	<input type="text"/>	<input type="text" value="1249196"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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 Charges to deposit account are authorized, as indicated herein.

Jeffrey P. Thennisch

08/16/99

Name of Person Signing

Signature

Date Signed

ASSIGNMENT

ASSIGNMENT made and entered into with effect as of the 18th day of August, 1999, by and between Domino's Pizza, Inc. (hereinafter "Assignor"), a Michigan corporation having its principal place of business at 30 Frank Lloyd Wright Drive in Ann Arbor, Michigan 48106 and Domino's Pizza PMC, Inc., (hereinafter "Assignee"), a Michigan corporation conducting business at 30 Frank Lloyd Wright Drive in Ann Arbor, Michigan 48106.

WHEREAS, Assignor owns and has used, or is using, certain trademarks and service marks which are also the subject matter of applications currently pending before the U.S. Patent & Trademark Office, and other agencies and authorities in numerous foreign countries, all more fully identified in the attached Schedule A (collectively, the "Marks") in the United States and throughout the world.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all the federal and foreign applications identified therefore.

NOW, THEREFORE, in consideration of One and zero/100 (\$1.00) Dollar, and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee, its successor, all its rights, title, and interest in and to the Marks and all the federal applications and registrations identified therefore in the attached Schedule A, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor warrants that it has good and valid title to the Marks, including the applications therefore.

In addition, Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue registrations on trademark and service mark applications, to issue any and all Certificates of Registration in the name of Domino's Pizza PMC, Inc., as Assignee of the entire interest. Assignor hereby covenants that it has full right to convey the entire interests herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Assignee, Domino's Pizza PMC, Inc., hereby appoints Jeffrey P. Thennisch, Michigan Bar No. P51499, and each principal, attorney of counsel, associate and employee of Pear Sperling Eggen & Muskovitz, P.C., as its attorney, with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent & Trademark Office in connection therewith, and to receive the Certificate of

Registration and act as Applicant's representative on whom notices of process and proceedings effecting the mark may be served.

It is requested that the United States Patent & Trademark Office direct all correspondence and telephone calls relative to this application to Jeffrey P. Thennisch, Pear Sperling Eggan & Muskovitz, P.C., Domino's Farms, 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105 (734) 665-4441.

Domino's Pizza, Inc. (Assignor)

By: 

Harry Silverman

Its: Vice President

Domino's Pizza PMC, Inc. (Assignee)

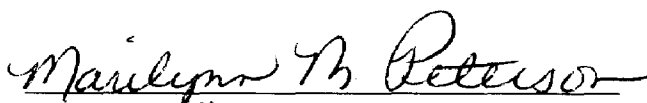
By: 

Harry Silverman

Its: Vice President

State of Michigan)
)ss.
County of Washtenaw)

Harry Silverman, being duly sworn, did depose and say that he is an officer of Domino's Pizza, Inc. and that he is authorized to execute this Assignment on behalf of said corporation; that he has read and signed the foregoing Assignment and knows and understands the contents thereof.



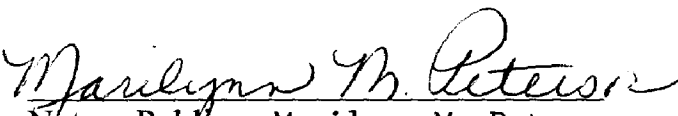
Notary Public, Marilyn M. Peterson, Wayne County,
Washtenaw County, Michigan Michigan

Acting in

My commission expires: 12/28/00

State of Michigan)
)ss.
County of Washtenaw)

Harry Silverman, being duly sworn, did depose and say that he is an officer of Domino's Pizza PMC, Inc. and that he is authorized to execute this Assignment on behalf of said corporation; that he has read and signed the foregoing Assignment and knows and understands the contents thereof.


Acting in Notary Public, Marilyn M. Peterson, Wayne County
Washtenaw County, Michigan Michigan
My commission expires: 12/28/00

SCHEDULE A

Mark Name	Registration Date	Registration Number
(1) DOMINO'S PIZZA	04/27/84	1,249,196

Mark Name	Serial Number	Filing Date
(2) TRENTINO MUSHROOM	75/757346	07/06/99
(3) ITALIAN ORIGINALS	75/756308	07/06/99