

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Markham		05/14/2010	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	MOD SUPER FAST PIZZA, LLC		
Doing Business As:	DBA MOD Super Fast Pizza/MOD Pizza		
Street Address:	c/o Freestone Capital Management		
Internal Address:	1918 Eighth Avenue, Suite 3400		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3577268	MOD PIZZA	
CORRESPONDENCE DATA			
Fax Number:	(206)682-7972		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-623-0579		
Email:	hellerlaw@aol.com		
Correspondent Name:	Stuart A. Heller		
Address Line 1:	1325 Fourth Avenue, Suite 940		
Address Line 4:	Seattle, WASHINGTON 98101-2509		
ATTORNEY DOCKET NUMBER:	MOD PIZZA		
NAME OF SUBMITTER:	Stuart A. Heller		
Signature:	/Stuart A. Heller/		

OP \$40.00 3577268

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TRADEMARK
REEL: 004212 FRAME: 0365

Date:

05/25/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated March 23, 2010, for reference purposes, is by and between MOD SUPER FAST PIZZA, LLC, a limited liability company formed in accordance with the laws of Delaware and having its principal office located at 1918 Eighth Avenue, Suite 3400, Seattle, Washington 98101, and James Markham, a citizen of the United States residing at 2792 Highland Drive, Carlsbad, California 92008, individually, and on behalf of his marital community consisting of himself and his wife Tisha, (hereinafter individually and jointly "Markham").

WHEREAS Social Pizza, LLC, was formed as a Delaware limited liability company February 20, 2008, and by amendment filed on August 14, 2008, changed its name to MOD SUPER FAST PIZZA, LLC.

WHEREAS MOD SUPER FAST PIZZA, LLC, was registered with the Corporations Division of the Office of the Secretary of State of Washington as a foreign limited liability company on August 15, 2008 (hereinafter said Delaware and Washington limited company is referred to as "MOD")

WHEREAS Markham was employed by MOD commencing at least as early as April 25, 2008, and continuing until December 21, 2009, and during said employment he was a member of and had various roles in MOD;

WHEREAS, Markham is the owner of record of all right, title and interest in and to the trademarks and service marks, and any corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS in accordance with the following agreements (hereinafter "Agreements") entered into by Markham all right, title and interest in and to the Trademarks belong to MOD: Social Pizza, LLC, Contribution Agreement dated April 25, 2008, Member Agreement dated April 25, 2008, Confidentiality and Invention Assignments Agreement dated April 25, 2008, MOD Super Fast Pizza LLC Amended And Restated Limited Liability Company Agreement dated December 15, 2008, and a Waiver And Release executed by Markham on January 4, 2010; and

WHEREAS, in addition to the right, title and interest in and to the Trademarks which belong to MOD under the above referenced Agreements MOD desires to be the owner of record and acquire any and all right, title and interest in and to the Trademarks which Markham may retain on the date of this Assignment, and Markham desires that such ownership by MOD be achieved and confirmed to the extent this has not already occurred.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Markham hereby sells, assigns, transfers and conveys to MOD his entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the

Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by MOD as fully and entirely as said interest could have been held and enjoyed by Markham had this sale, assignment, transfer and conveyance not been made.

Markham hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to MOD as assignee of Markham's entire right, title and interest therein. Markham also agrees to execute any other documents reasonably necessary to effect this assignment or to confirm MOD's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document provided however upon request a party hereto shall provide the other party hereto with an original signed copy thereof within five (5) business days of receipt of a written request for such an original. For purposes of such notice and delivery the parties' addresses shall be as specified in the first paragraph, and their respective fax and email addresses shall be: MOD 206-398-0310, scott@thesiennagroup.com, and Markham 760-730-9170, james@thelbb.com.

This Assignment shall be deemed retroactively effective on April 25, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

MARKHAM

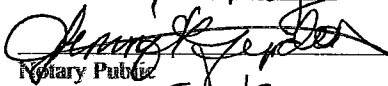


James Markham, individually and for the marital community of James and Tisha Markham

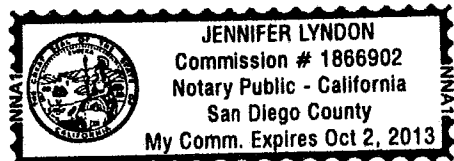
STATE OF CALIFORNIA :
COUNTY OF San Diego :

On this 14 day of May, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared James Markham known by me to be the individual who stated that he was duly authorized to execute this Assignment and who signed and executed the foregoing Assignment on behalf of himself and his marital community comprising James and Tisha Markham.

Given under my hand and seal of office this 14 day of May, 2010.


Notary Public
Name printed: Jennifer Lyndon
Residing at 303 CVD Carlsbad, CA
92008
My commission expires: Oct 2nd, 2013

TRADEMARK ASSIGNMENT



TRADEMARK