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Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6-14-12  
MRA

**1. Name of conveying party(ies):**

Jet City Pizza Northwest, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Washington

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 1, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Jet City Pizza Franchise Systems, LLC

Street Address: 15969 Mountain View Road

City: Mount Vernon

State: Washington

Country: United States Zip: 98274

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Washington

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

78144080

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Word Mark: Jet City Pizza Co.

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

Name: Dennis McLaughlin, Esq.

Internal Address: \_\_\_\_\_

Street Address: W. 601 Main Ste. 1015

City: Spokane

State: Washington Zip: 99201

Phone Number: 509-624-3525

Docket Number: \_\_\_\_\_

Email Address: dennis@dmassoc.cnc.net

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$40.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Dennis McLaughlin  
Signature

JUNE 14, 2012  
Date

DENNIS MCLAUGHLIN - AGENT  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:

06/18/2012	00000035	0	8521	\$40.00	06/18/2012	CK
06/18/2012	00000036	0	8522	\$25.00	06/18/2012	CK

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B. Trademark Registration No.(s)

2182137

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mark: Jet City Pizza Company Logo

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

Name: Dennis McLaughlin, Esq.

Internal Address: \_\_\_\_\_

Street Address: W. 601 Main Street, Suite 1015

City: Spokane

State: Washington Zip: 99201

Phone Number: 509-824-3525

Docket Number: \_\_\_\_\_

Email Address: dennis@dmassoc.cnc.net

**6. Total number of applications and registrations involved:**

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$25.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

[Signature]  
Signature

June 14, 2012  
Date

Dennis McLaughlin - Attorney  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1460

**ASSET PURCHASE AGREEMENT**

This asset purchase agreement is dated the 25th of April 2011 between Jet City Pizza Northwest, LLC, hereafter referred to as "Seller", and Jet City Pizza Franchise Systems, LLC hereafter referred to as "Buyer", collectively hereafter referred to as the "Parties", and effective on Monday May 2nd at 8 AM pacific daylight savings time.

**RECITALS:**

- A. Seller owns franchise agreements and the royalty streams associated with these agreements, intellectual property, trademarks, license agreements, advertising contracts, manuals and forms, web site, data bases, and systems and procedures related to the build-out, operations, trade dress, advertising, and branding of the Jet City Pizza "system" (herein referred to as "Assets").
- B. These Assets are encumbered and liened upon by the previous owner, Garlic Jim's Franchise International Inc. (herein referred to as "Lien Holder"). This encumbrance is in the form of a note payment for the original purchase price (herein referred to as "The Note").
- C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer these Assets on the terms set forth herein. Lien Holder consents to the sale & transfer of Assets under the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the natural covenants, promises, and agreements herein contained, the parties agree as follows:

**1. The sale and purchase of asset**

- a. Purchase of assets. Subject to the terms of this agreement, and in reliance upon the representations and warranties set forth below at the closing Seller shall sell Assets.
- b. Purchase price. Buyer will assume from Seller all responsibility and liability to Lien Holder for the terms and conditions of The Note. This shall be the sales price and payment terms. No payments or funds will go directly to Seller. Seller will be released by Lien Holder of its obligations under The Note and the original Asset Purchase Agreement between Seller and Lien Holder. Buyer will now be responsible for all payments and all terms of the original Asset Purchase Agreement and The Note.

**2. Closing and transfer of purchase asset**

- a. Closing. The closing (effective date) will represent the acquisition of the purchase asset under this agreement and all other transactions completed hereby shall take place at 9 a.m. on May 2, 2011 at the office of the Buyer or other place as the Parties may agree. This closing or effective date will be the date and time of which all assets will be transferred and all future royalties and advertising payments by franchisees under contract will pay Buyer instead of Seller.

*DL*  
 3. ~~Company Store.~~ \* Franchise/training fee for new franchise agreement for company store will be \$12,500, unless otherwise mutually agreed to.

\* a. Franchise Agreement. It is recognized that the Wedgwood store is owned by an affiliate of Seller and will herein referred to as a "company store". The company store is currently listed for sale. This store does not operate under a franchise agreement. It is the intention of Buyer to file for and be legally able to sell franchises. It is Sellers desire to sell the store. The Parties agree that upon the sale of the Company Store to a new buyer that new buyer (Franchisee) must pay Buyer a franchise fee under the terms of the current FDD and be qualified by Buyer and sign a then current franchise agreement with Buyer.

b. Royalties/Co-Op. The company store will not pay royalties while it is for sale for a period of ~~120 days~~ <sup>180</sup> maximum. If the store does not sell before 120 days the affiliate owners must enter into a franchise agreement. The franchise fee will be waived. But should the store sell subsequently to the signing of a franchise agreement the buyer of the Company store must pay the full franchise fee. Co-op advertising must be paid for the entire period after closing regardless of the lack of a franchise agreement.

#### 4. Indemnification.

a. Indemnification by the Seller. The Seller hereby agrees to defend, indemnify and hold the Buyer, his agents, heirs, and representatives, harmless from and against any damages, liabilities, losses and expenses including, without limitation, reasonable attorneys fees, which may be sustained or suffered by the Buyer or arising out of, based upon, or by reason of a breach of any representation or warranty, or failure to perform any agreement or covenants, made by the seller in this agreement or other agreement contemplated hereunder, or arising out of, based upon, or by reason of any claim, action or proceeding asserted or instituted growing out of any matter of occurring prior to the date of closing which is the result of any act or omission on the part of Seller.

b. Indemnification by the Buyer. The Buyer hereby agrees to defend indemnify and hold the Seller, there agent's, heirs, and representatives, harmless from and against any damages, liabilities, losses and expenses including, without limitation, reasonable attorneys fees, which may be sustained or suffered by the seller or arising out of, based upon, or by reason of a breach of any representation or warranty, or failure to perform any agreement or covenants, made by the buyer in this agreement, or arising out of, based upon, or by reason of any claim, action, or proceeding asserted or instituted growing out of any matter occurring subsequent to the closing date.

#### 5. Miscellaneous provisions.

a. Amendment and Modification. Subject to applicable law, this agreement may be amended, modified, or supplemented only by a written agreement signed by Buyer and Seller.

b. Royalties & Co-Op Advertising. Royalties and advertising contributions accrued prior to closing will be paid to Seller. Seller agrees to provide an accounting of Co-Op Advertising

funds expenditures. All royalty fees and advertising contributions accrued post the closing date will be property of Buyer. Buyer also agrees to take ownership of and the liabilities attached to administering the advertising cooperative and holds seller harmless of any ongoing concern or obligation to advertisers or franchisees concerning the cooperative subsequent to the closing date.

c. Waiver of Compliance: Consent.

- i. Any failure of any party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the performance of such obligation, covenant, or agreement or who has the benefit of such condition, but such waiver of failure to insist upon strict compliance with such obligation, government, agreement, or condition will not operate as a waiver of, or estoppels with respect to, any subsequent or further failure.
  - ii. Whenever this agreement requires or permits consent by or on behalf of any party hereto, such consent will be given in a manner consistent with the requirements for a waiver of compliance as set forth above.
- d. Notice. All notices, requests, demands and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered by hand or two days after being mailed by certified or registered mail return receipt requested with postage prepaid:

If to buyer, to:

Jet City Pizza Franchise Systems, LLC  
Care of Bob Smith  
15969 Mtn View Road  
Mount Vernon, WA 98274

If to seller after the closing, to:

Jet City Pizza Northwest LLC  
Care of Lex Nepomuceno

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- e. Assignment. This agreement will not be assigned by a party hereto without the prior written consent of the other party hereto.
- f. Governing law. All matters in perspective this agreement, including but not limited to matters of validity, construction, affect, and performance, will be governed by the laws of the state of Washington regardless of the laws that might be applicable under principles of conflicts of law.
- g. Counterparts. This agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer

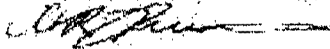
thereof against the other sign parties, but all counterparts together will constitute one and the same instrument.

- h. Entire agreement. This agreement and any other document to be furnished pursuant to the provisions here of embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.
- i. Survivability. Any term or provision of this agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this agreement, or affecting the validity or and force ability of any of the terms and provisions of this agreement.
- j. Attorneys fees. If any action is brought by any party to this agreement to enforce or interpret its terms and provisions, the prevailing party will be entitled to reasonable attorneys fees and costs incurred in connection with such action prior to and at trial and on any appeal there from.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed as of April 26, 2011.

SELLER:

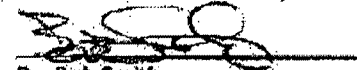
Jet City Pizza Northwest, LLC



By: Lex Nepomuceno  
Its: President

BUYER:

Jet City Pizza Franchise Systems, LLC



By: Bob Smith  
Its: President