

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, INC.	FORMERLY WELLS FARGO Foothill, INC.	08/30/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JIPC MANAGEMENT, INC.
Street Address:	22342 Avenida Empresa, Suite 220
City:	Rancho Santa Margarita
State/Country:	CALIFORNIA
Postal Code:	92688
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3058427	JOHN'S INCREDIBLE PIZZA CO.
Registration Number:	3025377	JOHN'S INCREDIBLE PIZZA CO.
Registration Number:	3061612	JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!
Registration Number:	3099682	JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!
Registration Number:	3049057	EXPERIENCE THE INCREDIBLE
Registration Number:	3019206	EXPERIENCE THE INCREDIBLE
Serial Number:	78922985	INCREDIBEAR
Serial Number:	78964225	ACCOLADES FOR GOOD GRADES
Serial Number:	78964122	PRESCRIPTION FOR FUN
Serial Number:	78435080	INCREDIBLE PIZZA CO.
Serial Number:	78435085	INCREDIBLE PIZZA CO.
Serial Number:	78894556	INCREDIBEAR

CH \$315.00 3058427

CORRESPONDENCE DATA

Fax Number: 7145469035

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-641-5100

Email: fsanders@rutan.com

Correspondent Name: Rutan & Tucker, LLP

Address Line 1: 611 Anton Blvd., Suite 1400

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	025863.0003
NAME OF SUBMITTER:	Hani Z. Sayed
Signature:	/Hani Z. Sayed/
Date:	09/12/2012

Total Attachments: 6

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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.

1. Name of conveying party(ies):

WELLS FARGO CAPITAL FINANCE, INC.

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 31, 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: JIPC MANAGEMENT, INC.

Street Address: 22342 Avenida Empresa, Suite 220

City: Rancho Santa Margarita

State: CA

Country: US Zip: 92688

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US
- Other _____ Citizenship _____

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 _____

SEE ATTACHED SCHEDULE I

B. Trademark Registration No.(s) _____

SEE ATTACHED SCHEDULE I

Additional sheet(s) attached? Yes No

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

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

Name: Rutan & Tucker, LLP

Internal Address: _____

Street Address: 611 Anton Blvd., Suite 1400

City: Costa Mesa

State: CA Zip: 92626

Phone Number: 714-641-5100

Docket Number: 025863.0003

Email Address: fsanders@rutan.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 480.00

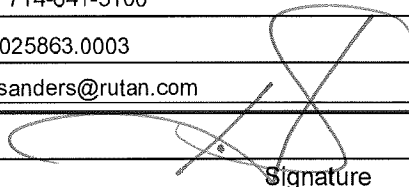
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502191

Authorized User Name Rutan & Tucker, LLP

9. Signature:


Signature

9/11/2012
Date

Hani Z. Sayed

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 30th day of August 2012 (the "Release Date") by, WELLS FARGO CAPITAL FINANCE, INC., formerly known as WELLS FARGO FOOTHILL, INC., as agent (the "Secured Party"), for the benefit of JIPC MANAGEMENT, INC., a California corporation (the "Debtor").

WHEREAS, the Debtor, Incredible Entertainment Inc., a California corporation, Incredible Concepts, Inc., a California corporation, JIPC Buena Park, Inc., a California corporation, the guarantors party thereto, the lenders party thereto, and the Secured Party, entered into that certain Credit Agreement, dated as of December 10, 2007 (as at any time prior to the date hereof amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Debtor and Secured Party entered into that certain Trademark Security Agreement, dated as of December 10, 2007 with (as at any time prior to the date hereof amended, restated, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, the following (collectively, the "Trademark Collateral"):

- (a) all of Debtor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present and future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

WHEREAS, Secured Party has recorded with the United States Patent & Trademark Office (the "USPTO") notices of security interests in the Trademark Collateral; and

WHEREAS, the Debtor has paid to the Secured Party all outstanding amounts owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral granted by the Debtor under the Security Agreement, and hereby assigns and transfers to Debtor, without recourse, all right, title and interest in and to each of the Trademark Collateral.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel for the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

WELLS FARGO CAPITAL FINANCE, INC.

By: 
Name: Kevin R. Harbour
Title: Senior Vice President

SCHEDULE I

Trademark Registrations/Applications

<u>Registrant</u>	<u>Mark</u>	<u>Application/Service Mark/Trademark No.</u>	<u>Filing Date Registration</u>
JIPC Management, Inc.	"John's Incredible Pizza Co."	3,058,427 3,025,377	2/14/06 12/13/05
JIPC Management, Inc.	JIPC Logo <i>Defined as: "JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD AND FUN!"</i> and Design	3,061,612 3,099,682	2/28/06 6/6/06
JIPC Management, Inc.	"Experience the Incredible"	3,049,057 3,019,206	1/24/06 11/29/05
JIPC Management, Inc.	"IncrediBear" and Design	3/332.657 78/922,985	11/6/07 7/5/06
JIPC Management, Inc.	"Accolades for Good Grades"	78/964,225	8/30/06
JIPC Management, Inc.	"Prescription for Fun"	78/964,122	Filing: 8/30/06 Published: 10/23/2007
JIPC Management, Inc.	"Incredible Pizza Co."	78/435,080; 78/435,085	6/14/2004

Trade Names

John's Incredible Pizza
John's Incredible Pizza Co.
John's Incredible Pizza Company

Common Law Trademarks

None

Trademarks Not Currently in Use

None

Trademark Licenses

- Licenses held by Incredible Concepts, Inc. pursuant to:
 - Trademark License Agreement between Incredible Concepts, Inc., and JIPC Management, Inc., dated June 1, 2007, regarding the use of the trademarks and service marks owned by JIPC Management, Inc., concerning the John's Incredible Pizza Company restaurants.

- License Agreement between JIPC Fresno, Inc., and JIPC Management, Inc., dated December 15, 2003, regarding use of the trademarks and service marks owned by JIPC Managements, Inc., concerning the restaurant located in Fresno, California.
- License Agreement between JIPCOB, Inc., and JIPC Management, Inc., dated February 8, 2001, regarding use of the trademarks and service mark owned by JIPC Management, Inc., concerning the restaurant located in Bakersfield, California.
- License held by JIPC Buena Park, Inc. pursuant to License Agreement between JIPC Buena park, Inc., and JIPC Management, Inc., dated October 1, 2007, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurant located in Buena Park, California.
- Licenses held by Incredible Entertainment, Inc. pursuant to:
 - License Agreement between Incredible Entertainment, Inc., and JIPC Management, Inc., dated April 1, 2004, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurants owned by Incredible Entertainment, Inc.
 - License Agreement between JIPC Stockton, Inc., and JIPC Management, Inc., dated December 15, 2003, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurant located in Stockton, California.
 - License Agreement between JIPC Modesto, Inc., and JIPC Management, Inc., dated December 15, 2003, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurant located in Modesto, California.