

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Sale Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunnyside Group, LLC		07/11/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	We the Pizza International, LLC		
Street Address:	1300 Crystal Drive, #606S		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3935595	WE, THE PIZZA	
Registration Number:	3935597	WE, THE PIZZA	
CORRESPONDENCE DATA			
Fax Number:	6783654450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	678-365-4418		
Email:	tmdocketing@parksiplaw.com		
Correspondent Name:	Anne E. Yates		
Address Line 1:	730 Peachtree Street, NE, Suite 600		
Address Line 2:	Parks IP Law		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	1913-000		
NAME OF SUBMITTER:	Anne E. Yates		

OP \$65.00 3935595

Signature:	/Anne E. Yates/
Date:	12/12/2012
<b>Total Attachments: 6</b> source=I.P. Sale Agreement between Sunnyside and We the Pizza Intl#page1.tif source=I.P. Sale Agreement between Sunnyside and We the Pizza Intl#page2.tif source=I.P. Sale Agreement between Sunnyside and We the Pizza Intl#page3.tif source=I.P. Sale Agreement between Sunnyside and We the Pizza Intl#page4.tif source=I.P. Sale Agreement between Sunnyside and We the Pizza Intl#page5.tif source=I.P. Sale Agreement between Sunnyside and We the Pizza Intl#page6.tif	

# Intellectual Property Sale Agreement ("Agreement")

between

Sunnyside Group, LLC  
("Seller")

and

We the Pizza International, LLC  
("Buyer")

## Recitals:

- A. Seller is a Delaware Limited Liability Company with its principal offices at 303 Pennsylvania Avenue S.E., Washington, DC 20003.
- B. Buyer is a Delaware Limited Liability Company with its principal offices at 1300 Crystal Drive, #606S, Arlington, Virginia 22202.
- C. Seller desires to sell and Buyer desires to buy under the terms of this Agreement all of the intellectual property of Seller relating to its We, the Pizza restaurant and specifically excluding its Good Stuff Eatery restaurant.
- D. Seller and Buyer (each a "Party" and collectively the "Parties") each have the necessary authority to enter into this Agreement.

## In light of the foregoing recitals, the Parties agree as follows:

1. **Purchase Terms.** Subject to the terms of this Agreement, Buyer agrees to purchase all rights to all of Seller's intellectual property (defined below) relating to its We, the Pizza restaurant and specifically excluding its Good Stuff Eatery restaurant as those rights exist at the time of execution of this Agreement. "Intellectual Property" shall mean all intellectual property rights related to Seller's We, the Pizza restaurant, as they are now or may exist in the future, including without limitation, any and all rights, privileges, and priorities arising under the laws or treaties of the United States and any other nation, state, government, territory, or jurisdiction in the world relating to: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures; (b) trademarks, service marks, trade dress, logos, trade names, and corporate names, and all associated goodwill, including but not limited to the U.S. service mark registrations identified on Schedule A of this Agreement; (c) copyrightable works; (d) mask works; (e) trade secrets and confidential business information, including but not limited to ideas, know-how, formulas, compositions, manufacturing and production processes and techniques, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals; (f) domain name registrations; (g) social media identifications and tags; (h) other proprietary information and licenses from third parties granting the right to use any of the foregoing; (i) any common law rights arising from the use of the foregoing; (j) all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate government authorities or agencies; (k) all rights of application, registration, renewal, continuations, divisions, extensions,

translations, adaptations, and derivations regarding the foregoing; and (1) all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any third party relating to the foregoing.

1.1. **Purchase Price.** The full Purchase Price of the sale under this Agreement is ONE THOUSAND AND 00/100 DOLLARS (US\$1,000.00) and other good and valuable consideration, and Buyer shall pay this sum to Seller within five (5) days of the full execution of this Agreement.

1.2. **Relinquishment of Rights.** Seller hereby acknowledges that upon the execution of this Agreement, Seller shall have no rights to use the Intellectual Property for profit or for any other reason inconsistent with Buyer's rights, except to the extent (if at all) that Buyer provides a license to Seller for the use of some or all of the Intellectual Property under another written agreement.

## 2. **Representations and Warranties.**

2.1. **Seller's Representations and Warranties.** Seller and Buyer agree that the representations and warranties in this Section 2 are material inducements to the Parties' consent and execution of this Agreement.

2.1.1. Seller warrants and represents that all transfers made under this Agreement are made free and clear of any liens or encumbrances except only those obligations expressly being assumed by Buyer in accordance with this Agreement.

2.1.2. Seller warrants and represents that Seller has full title to all Intellectual Property transferred under this Agreement, and that Seller has full unhindered authority to enter into this Agreement and make all transfers described in this Agreement.

2.1.3. Seller warrants and represents that, to the best of Seller's knowledge, there is no pending litigation against Seller concerning the Intellectual Property, and to the best of Seller's knowledge, there are no parties currently contemplating filing suit against Seller concerning the Intellectual Property, or otherwise contemplating litigation against Seller concerning the Intellectual Property.

2.1.4. Seller warrants and represents that all other representations and warranties in this Agreement are factually accurate, and that Seller has fully disclosed to Buyer all information materially related to this Agreement, including information that would cause the terms and provisions of this Agreement to be materially misleading if such information was not disclosed.

3. **Transfer Documentation.** In addition to this Agreement, Seller shall execute any and every other document reasonably necessary to transfer to Buyer the Intellectual Property, including documentation necessary to register or record such transfer with any governmental authority of Buyer's reasonable choosing.

## 4. **General Provisions.**

### 4.1. **Force Majeure.**

4.1.1. Any delay in or failure of performance by either Party under this Agreement shall not breach this Agreement if it is caused by any occurrence beyond the reasonable control of such Party including, but not limited to, acts of God, power outages, and governmental restrictions.

- 4.1.2. Performance is excused for the lesser of: (i) the number of days the occurrence reasonably prevents performance, and (ii) thirty (30) days.
- 4.2. **Waiver.** Any failure or delay by either Party to enforce any right under this Agreement shall not:
- (a) constitute a waiver, at that time or in the future, of:
    - (i) the non-enforced right, or
    - (ii) any other right,
- and
- (b) modify the rights or obligations of either Party under this Agreement.
- 4.3. **Amendments.** This Agreement may only be modified, or any rights under it waived, by a written document executed by both Parties.
- 4.4. **Governing Law.** The laws of the Commonwealth of Virginia shall govern this Agreement without regard to its conflicts of laws provisions.
- 4.5. **Indemnification.**
- 4.5.1. Seller hereby agrees to indemnify and hold harmless Buyer from all claims, actions, judgments, suits, losses, fines, penalties, demands, costs, expenses, and liability whatsoever, including but not limited to reasonable attorneys' fees, expert fees, and court costs ("Indemnified Claims") on account of: (i) any damage or liability occasioned in whole or in part by any act or omission of Seller, and/or (ii) any default by Seller of any obligations on Seller's part to be performed under the terms of this Agreement.
- 4.5.2. In case any action or proceeding is brought against Buyer by reason of any such Indemnified Claims, Seller, upon notice from Buyer, shall defend the same at Seller's expense by counsel approved in writing by Buyer, which approval shall not be unreasonably withheld.
- 4.5.2.1. Any settlement with a claimant bringing an Indemnified Claim must be pre-approved by Buyer in writing, which approval shall not be unreasonably withheld.
- 4.5.3. Seller's indemnification obligation under this Section 4.5. shall survive the expiration or earlier termination of the term of this Agreement.
- 4.6. **Dispute Resolution.**
- 4.6.1. **Time Period.** Any claim arising out of or related to this Agreement must be brought no later than one (1) year after the claim accrues.
- 4.6.2. **Binding Arbitration.**
- (a) Any dispute between the Parties arising out of or in connection with this Agreement shall be submitted by the Parties to binding arbitration at the McCammon Group in Arlington County, Virginia.
  - (b) Any arbitration shall proceed in accordance with the commercial arbitration rules of the McCammon Group in Arlington County, Virginia.
  - (c) In the event the Parties fail to agree upon an arbitrator within ten (10) days after written notice from one Party to the other Party requesting arbitration, the

complaining Party shall have an arbitrator, familiar with the issues, designated in accordance with McCammon Group rules.

(d) The award rendered by the arbitrator shall be final and binding on the Parties, and either Party may enter such judgment in any court of competent jurisdiction.

4.6.3. **Costs.** In the event of any action to enforce, interpret, or set aside this Agreement, the prevailing Party is entitled to recover all arbitration costs and attorneys' fees incurred in connection with such action or proceeding.

4.7. **Representations.** The Parties acknowledge that in executing this Agreement, they do not rely and have not relied upon any:

- (a) representation, or
- (b) statement,

other than those specifically stated in this written Agreement, made by:

- (a) any of the Parties, or
- (b) by any of the Parties' agents, attorneys, or representatives

with regard to:

- (a) the subject matter,
- (b) the basis, or
- (c) the effect

of this Agreement.

4.8. **Prior Understanding.** This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and the Parties intend that it is a complete and exclusive statement of the terms of their agreement. This Agreement supersedes all negotiations, understandings, agreements, representations, and warranties, if any, related to the subject matter of this Agreement, which precede the execution of this Agreement.

4.9. **Partial Invalidity.** All provisions and terms in this Agreement are both severable and divisible. In the event that a portion of this Agreement becomes invalid or unenforceable, all remaining portions of this Agreement shall remain binding and enforceable.

4.10. **Notice.**

4.10.1. Each Party shall send all notices and all other communications, required or permitted by this Agreement, in writing, by any one of the following methods:

- (a) email;
- (b) fax;
- (c) personal delivery;
- (d) certified mail, return receipt requested;
- (e) registered mail, return receipt requested; or
- (f) overnight mail delivery service.

4.10.2. Either Party may change the address to which notices and other communications are sent, by written communication to the other Party, served in the manner described in this Section 4.10.

4.10.3. Initially, the addresses to which notices and other communications are sent are as follows:

To Buyer:  
Harvey H. Mendelsohn, Member  
We the Pizza International, LLC  
1300 Crystal Drive, #606S  
Arlington, VA 22202

To Seller:  
Harvey H. Mendelsohn, Member  
Sunnyside Group, LLC  
1300 Crystal Drive, #606S  
Arlington, VA 22202


- 4.11. **Headings.** The headings of the sections of this Agreement have been included only for convenience and do not modify or limit any of the provisions of this Agreement.
- 4.12. **Binding Agreement.** This Agreement is binding upon, and inures to the benefit of, the Parties and their heirs, administrators, representatives, executors, successors, and assigns.
- 4.13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of the counterparts together constitute a single instrument.

Agreed to as of the 11 day of July, 2012, by:


We the Pizza International, LLC  
("Buyer")

Sunnyside Group, LLC  
("Seller")


X

  
By: Harvey H. Mendelsohn  
Title: Member

X

  
By: Harvey H. Mendelsohn  
Title: Member

**SCHEDULE A**

Mark	Registration/ Filing Date	Registration/ Serial Number	Services
WE, THE PIZZA	03/22/2011	3,935,595	Restaurant services
WE, THE PIZZA & Design 	03/22/2011	3,935,597	Restaurant services