

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
Pieworks Enterprises, Inc.		04/30/2009	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Doughmaster, LLC		
Street Address:	P.O. Box 4620		
City:	Shreveport		
State/Country:	LOUISIANA		
Postal Code:	71134-0620		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74099945	PIEWORKS	
Registration Number:	1693394	PIEWORKS	
CORRESPONDENCE DATA			
Fax Number:	3188610511		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	318.861.0510		
Email:	davidmc@pieworks.com		
Correspondent Name:	David McAllister, Jr.		
Address Line 1:	P.O. Box 4620		
Address Line 4:	Shreveport, LOUISIANA 71134-0620		
NAME OF SUBMITTER:	David McAllister		
Signature:	/David McAllister/		
Date:	03/29/2013		

OP \$65.00 74099945

Total Attachments: 4

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment"), dated as of April 30, 2009, is entered into by and between PIEWORKS ENTERPRISES, INC., a Louisiana corporation ("Assignor") and DOUGHMASTER, L.L.C., a Louisiana limited liability company ("Assignee").

WHEREAS, Assignee desires to purchase, assume and accept from Assignor, and Assignor desires to sell, transfer, assign and deliver to Assignee, all of Assignor's right, title, privilege and interest in, to and under certain trademarks, domain names, service marks, copyrights and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, including those which are the subject of registrations and applications for registration which are listed on Appendix I attached hereto and incorporated herein by reference (the "Marks"), together with other tangible and intangible property described below.

NOW THEREFORE, for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged the parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably grant, sell, transfer, convey, assign and deliver to Assignee, and Assignee does hereby accept the grant, sale, transfer, conveyance, assignment and delivery from Assignor, all of Assignor's right, title, privilege and interest in and to the Marks and the property described below throughout the universe, including all registrations and applications therefor and all goodwill symbolized by and connected with the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition, misappropriations, or other violations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks and the property described below, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives or designees. The Assignment shall include the following:

- a. All Marks identified on Appendix I.
- b. All goodwill of Assignor.
- c. All Trade Secrets of Assignor, including, but not limited to, the recipe used for making pizza dough and all other recipes used by Assignor.

d. All license agreements, including, but not limited to, the following agreements by and between:

- i. PW Holdings, Inc., as licensor, and Jadeco, Inc., as licensee, dated August 1, 2000.
- ii. PW Holdings, Inc., as licensor, and TyCar Incorporated, as licensee, dated August 1, 2000.
- iii. PW Holdings, Inc., as licensor, and Larry H. Grogg, as licensee, as amended, dated July 19, 2000.
- iv. PW Holdings, Inc., as licensor, and Bradley Scott Boyd, as licensee, as amended, dated July 19, 2000.
- e. Operations Manual(s).
- f. List(s) of potential franchisees.

g. All documentation prepared by Assignor in anticipation of institution by Assignor of a formal franchising program involving pizza and Italian food restaurants, including all forms, cash control procedures and all operating procedures.

2. Execution of Additional Documents. Assignor hereby agrees to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee in and to the Marks under this Assignment, including all documents necessary to record in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office, domain name registrar and with any other appropriate foreign or international office or registrar.

3. Effect. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and its respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

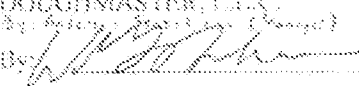
4. Representations and Warranties of Assignor. The Assignor represents and warrants that it has good title to the property conveyed by this Assignment, the trademarks, copyrights and service marks are valid, and that the property is free from prior encumbrances of any nature or kind. Assignor has taken all necessary steps to maintain and protect each trademark, service mark, and copyright that it owns or uses. The license agreements have not been breached by licensor, and are in full force and effect. The

Assignor has the requisite power, authority and capacity to execute this Agreement and all necessary actions and other proceedings required to be taken to authorize and carry out the terms hereof have been duly and properly taken.

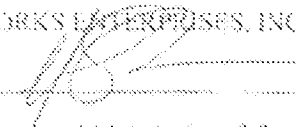
5. Governing Law. This Assignment will be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Louisiana, without regard to principles of conflict laws that would result in the application of the laws of a jurisdiction other than the State of Louisiana.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNEE

DRUGHMASTER, L.L.C.
(a Louisiana limited liability company)
By: 
Name: William L. Anderson
Title: Manager of Anderson Enterprises, LLC

ASSIGNOR

PIEWORKS ENTERPRISES, INC.
By: 
Name: MARCELL ADIE
Title: PRESIDENT

Appendix I

Trademarks and Service Marks

Trademark / Service Mark	Jurisdiction	Registration/Serial Number
"PieWorks"	UNITED STATES	1693394
"PieWorks"	CANADA	810 245
"Pie Works"	NORTH CAROLINA	T-9964
"PieWorks" and logo	LOUISIANA	N/A (FILED 5/22/2001)
"PieWorks Pizza by Design" and logo	LOUISIANA	N/A (FILED 7/09/2001)
"Pie Works"	MISSISSIPPI	unknown

Domain Names

Domain Name	Registration Date	Expiration Date
www.pieworks.com	Unknown	Unknown
www.pieworks.net	Unknown	Unknown
www.pieworks.net	Unknown	Unknown

Copyright Registration

Copyright	Jurisdiction	Registration/Serial Number
PieWorks Menu Design and Content	UNITED STATES	Txn 504 836 and Txn 525 156