

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAT FRANCHISE SYSTEMS, INC.		07/25/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUFOODS, LLC		
Street Address:	14 Penn Plaza		
Internal Address:	Suite 1305		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10122		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1796126	THE BIRD IS THE WORD	
CORRESPONDENCE DATA			
Fax Number:	5166636705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	516-663-6600		
Email:	jdemaro@rmfpc.com		
Correspondent Name:	John A. DeMaro		
Address Line 1:	1425 RXR Plaza		
Address Line 2:	15th Floor - East Tower		
Address Line 4:	Uniondale, NEW YORK 11556		
ATTORNEY DOCKET NUMBER:	TRUFOODS		
NAME OF SUBMITTER:	John A. DeMaro		
SIGNATURE:	/John A. DeMaro/		
DATE SIGNED:	03/25/2014		
Total Attachments: 4			
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OP \$40.00 1796126

TRADEMARK

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made as of the 25th day of July, 2007 by and between PAT Franchise Systems, Inc., a Delaware corporation, having a place of business at 14 Penn Plaza, Suite 1305 New York, NY 10122 ("Seller") and TruFoods LLC, a New Jersey limited liability company, or its designee, having a place of business at 400 Kelby Street, Fort Lee, NJ 07024 (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller is a franchisor/licensor of Pudgies and Arthur Treachers restaurants throughout the country (the "Business"); and

WHEREAS, the Purchaser desires to purchase substantially all of Seller's assets and the Seller desires to sell, convey, assign, and transfer to Purchaser, such assets (as defined in Section 1.1 below, the "Assets"), pursuant to the terms of this Agreement (the "Transaction").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Purchase and Sale.

1.1. Assets To Be Sold and Purchased. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign and deliver to Purchaser and Purchaser agrees to purchase from Seller at a Closing (as hereinafter defined), all of the right, title and interest to and under the Assets (as defined below), as the same shall exist as of the Closing Date (as hereinafter defined). For purposes of this Agreement, "Assets" shall mean all personal property and assets of the Seller, including, without limitation, (a) all furniture, equipment, fixtures, and inventory of the Seller, a list of which is set forth on Schedule 1.1(a) annexed hereto and made a part hereof, (b) all of the accounts receivable set forth on Schedule 1.1(b) annexed hereto and made a part hereof, (c) all right, title and interest in the franchise agreements between the Seller and all of its franchisees, a list of which is set forth on Schedule 1.1(c) annexed hereto and made a part hereof (the "Franchise Agreements" or "Assumed Contracts"), (d) any and all intellectual property owned, controlled, licensed or used by the Seller, including without limitations, trade-names, patents, patent rights, copyrights, trademarks, service marks, and brands (whether or not registered and, if applicable, including pending applications for registration), and all goodwill associated therewith, a list of which is set forth on Schedule 1.1(d) annexed hereto and made a part hereof (the "Intellectual Property"), and (e) such other assets as may be agreed to by the parties on or before the Closing.

1.2. Excluded Assets. All the assets of Seller which are not included as the Assets hereunder shall remain the assets of Seller and shall not be sold or conveyed hereunder (the "Excluded Assets"). The Excluded Assets are cash, petty cash, and the accounts receivable listed on Schedule 1.2 annexed hereto and made a part hereof, held by or in the name of Seller as of the Closing Date. At any time prior to the Closing, Purchaser may deem any of the Assets, including without limitation, any of the Assumed Contracts, to be Excluded Assets.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.

PAT FRANCHISE SYSTEMS, INC.

By: 

Jeffrey Bernstein, Director and CEO

TRUFOODS, LLC

By: 

Andrew Unanue, Chairman

SCHEDULE 1.1(b)

DESCRIPTION OF INTELLECTUAL PROPERTY

See attached

Trademark Schedule		
Mark	Registration No.	Registration Date
America's Favorite Skinless Chicken since 1981	2,458,792	10/28/1999
Pdugie's (words, letters & design)	1,543,938	4/9/1987
Pudgie's (word mark)	2,565,298	4/30/2002
Pudgie's Famous Chicken (words, letters & design)	1,598,890	8/10/1989
Pudgy's (typed)	1,415,328	1/15/1982
The Bird is the Word	1,796,126	3/25/1991
We Deliver! Pudgie's Famous Chicken (words & design)	76/276,325	6/21/2001