

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gino's Distributing, Inc.		03/31/2014	CORPORATION: WEST VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	West Virginia Restaurant Management LLC		
<b>Street Address:</b>	209 First Ave South		
<b>City:</b>	Nitro		
<b>State/Country:</b>	WEST VIRGINIA		
<b>Postal Code:</b>	25143		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WEST VIRGINIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0955272	GINO'S	
<b>Registration Number:</b>	2682171	GINO'S PIZZA EXPRESS	
<b>Registration Number:</b>	3776970	GINO'S PIZZA & SPAGHETTI HOUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8187835507		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	8187835530		
<b>Email:</b>	vsapphire@mrlp.com		
<b>Correspondent Name:</b>	Victor K. Sapphire, Esq.		
<b>Address Line 1:</b>	15760 Ventura Blvd.		
<b>Address Line 2:</b>	5th Floor		
<b>Address Line 4:</b>	Encino, CALIFORNIA 91436		
<b>ATTORNEY DOCKET NUMBER:</b>	GINOS/WVARESTNTMGMT		
<b>NAME OF SUBMITTER:</b>	Victor K. Sapphire, Esq.		
<b>SIGNATURE:</b>	/vsapphire/		
<b>DATE SIGNED:</b>	06/26/2014		
<b>Total Attachments: 2</b>			
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TRADEMARK ASSIGNMENT

WHEREAS, Gino's Distributing, Inc. ("Assignor") is the owner of the trademark(s) GINO'S, GINO'S PIZZA EXPRESS, and GINO'S PIZZA & SPAGHETTI HOUSE (the "Marks") and associated U.S. federal trademark Registrations Ser. No(s). 955,272, 2,682,171, and 3,776,970 (the "Registrations"), and the goodwill represented by the Marks.

WHEREAS, West Virginia Restaurant Management, LLC ("Assignee") desires to acquire Assignor's right, title and interest in and to the Marks and the Registrations, and the goodwill to which the Marks pertain.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Marks, and the Registrations and goodwill represented by the Marks, free and clear of all security interests, liens and encumbrances effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Marks or the Registrations. Assignee takes the foregoing portion of the Assignor's business free and clear of any and all debts, liens, claims by or other obligations to third-parties.

The United States Patent and Trademark Office is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

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IN WITNESS WHEREOF, this Assignment is effective as of March 31, 2014.

<b>Gino's Distributing, Inc.</b>	<b>West Virginia Restaurant Management, LLC</b>
By: <u>Oshel B. Craig</u>	By: <u>Oshel B. Craig</u>
Name: <u>Oshel B. Craig</u>	Name: <u>Oshel B. Craig</u>
Title: <u>Pres</u>	Title: <u>MP</u>