

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spartan Foods of America, Inc.		07/18/2012	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Mystic Pizza, LLC		
Street Address:	600 West Jackson Boulevard		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3924452	A SLICE OF HEAVEN	
Registration Number:	3619381	BRING HOME THE PIZZA THAT MADE THE MOVIE	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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>			
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Ryan W. Falk		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	1405 East Sixth St., The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	34184/04049		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/ryan w. falk/		
DATE SIGNED:	08/14/2014		
Total Attachments: 4 source=02642840#page1.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of July 18, 2012, by and between Spartan Foods of America, Inc., a South Carolina corporation, with an address of 4250 Orchard Park Blvd., Spartanburg, South Carolina 29303 ("Assignor"), and Mystic Pizza, LLC, an Illinois limited liability company with an address of 600 West Jackson Boulevard, Suite 200, Chicago, Illinois 60661 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), which provides, among other things, that Assignee is purchasing certain assets of Assignor; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in certain of the Assignor's intellectual property, and Assignee desires to accept the assignment of such intellectual property from Assignor, subject to the terms of the Purchase Agreement and this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to the trademarks and service marks, and the registrations and applications therefor, identified on Schedule A (collectively, the "Marks"); (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iii) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement; and (iv) the goodwill of the business symbolized by the Marks; all to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

Assignor covenants and agrees that it will, at any time upon request, execute and deliver any additional documents, and take such further actions that Assignee, or any successor or assign, reasonably determines are required to aid the Assignee, its successors, or assigns, or their respective legal representatives, to document, perfect, effectuate or protect the ownership rights

assigned herein, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

This Agreement is subject in all events to the terms and conditions of the Purchase Agreement and shall not in any way alter any of the rights, obligations and responsibilities of the parties to the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

This Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina, without giving effect to the conflict of law provisions thereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement cannot be amended, waived or terminated except by a writing signed by both Assignor and Assignee. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be duly executed and delivered on the day and year first above written.

ASSIGNOR

SPARTAN FOODS OF AMERICA, INC.

By: *Donald L. Roberts*
Title: *Chairman*

ASSIGNEE

MYSTIC PIZZA, LLC

By: *J. H. [Signature]*
Title: *manager*

SCHEDULE A

Trademark	Country	Status	Application No.	Application Date	Registration No.	Registration Date
SLICE OF HEAVEN	U.S.	Registered	77587088	10/7/2008	3,924,452	3/1/2011
BRING HOME THE PIZZA THAT MADE THE MOVIE FAMOUS	U.S.	Registered	77605879	11/3/2008	3,619,381	5/12/2009

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