

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330651

<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>
GB Fish & Chips, Inc	FORMERLY GB Fish and Chips, Inc	01/27/2015	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GB Franchise Company, LLC		
<b>Street Address:</b>	935 E. Florida Avenue		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80210		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77621194	GB FISH & CHIPS	
<b>Serial Number:</b>	86120595	IN COD WE TRUST	
<b>Serial Number:</b>	86437047	GB FISH & CHIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	gbfc07@gmail.com		
<b>Correspondent Name:</b>	Alex Stokeld		
<b>Address Line 1:</b>	935 E. Florida Avenue		
<b>Address Line 4:</b>	Denver, COLORADO 80210		
<b>ATTORNEY DOCKET NUMBER:</b>	GB FISH & CHIPS		
<b>NAME OF SUBMITTER:</b>	Naomi Stokeld		
<b>SIGNATURE:</b>	/NaomiStokeld/		
<b>DATE SIGNED:</b>	01/31/2015		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT AND LICENSE AGREEMENT

This Intellectual Property Assignment and License Agreement (the "Agreement") is entered into this 27<sup>th</sup> day of January, 2015 (the "Effective Date") by and between GB Fish & Chips, Inc. a corporation duly organized and existing under the laws of the State of Colorado and having its principal place of business at 1311 South Broadway, Denver CO 80210 ("GBFC") and GB Franchise Company, LLC, a limited liability company duly organized and existing under the laws of the State of Colorado and having its principal place of business at 933 E. Florida Avenue, Denver, CO 80210 ("GB Franchising").

### RECITALS

- A. GBFC has been the owner of a restaurant (the "Business") operating under the trade name GB Fish & Chips (the "System"), which System includes certain procedures and other methods of operation (the "Methods of Operation").
- B. In connection with the operation of the System and the Business, GBFC has owned certain tangible and intangible assets.
- C. GBFC owns the entire right, title and interest in and to certain U.S. trademarks registrations filed with the United States Trademark Office, as listed in attached Exhibit A that it has used in connection with the System and the Business. The registered and unregistered trademarks, service marks, registration applications, any other proprietary mark designated as a licensed mark, including the name and trade dress of the Business are collectively referred to as the "Marks".
- D. The owner of GBFC formed GB Franchising to develop and own a franchise system using the Methods of Operation, the Marks, and other intangible assets of the System.
- E. The owner of GBFC understands that the development of a franchise system using the System could have significant benefits for GBFC; and GBFC desires to transfer to GB Franchising all its intangible assets used by the System, in exchange for a license to use the System in the future in connection with its Business.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by GBFC, the parties agree as follows:

### SECTION 1: ASSIGNMENT

- 1.1 GBFC hereby conveys and assigns to GB Franchising, and GB Franchising hereby accepts from GBFC, all of GBFC's right, title, interest, benefits and privileges in and to the following assets:
- (a) The System.
  - (b) The Marks and all other names, trade names, slogans, designs, devices, and emblems used by GBFC in the operation of the System and the Business.
  - (c) All valid agreements between GBFC and any third parties relating to the use of the Marks and/or the System. This provision does not apply to agreements that are exclusive to the restaurant other than those arising from the Marks and/or the System.
  - (d) All materials subject to copyright developed, acquired, licensed, used or related to the System and the Business; including the content on any website and in any operations manual owned by GBFC that is subject to a copyright of GBFC (the "Copyrighted Works").

(e) All the goodwill of the System and the Business, and all other intangible property and intangible property rights regardless of the form or medium involved related to the System and the Business.

1.2 GBFC represents and warrants that:

(a) Immediately prior to the assignment of property, as stated above, GBFC owned the entire right, title and interest in and to the System, the Methods of Operation, the Marks and the Copyrighted Works.

(b) All registrations for the Marks and Copyrighted Works are currently valid and subsisting and in full force and effect.

(c) GBFC Has not licensed the System, the Methods of Operation, the Marks and the Copyrighted Works to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Marks or Copyrighted Works to any other person or entity;

(f) There are no liens or security interests against the Marks or Copyrighted Works.

(g) GBFC has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

1.3 GBFC shall execute and deliver to GB Franchising on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. GBFC further covenants that it will take all actions that may be necessary for securing, completing, or vesting in GB Franchising full right, title, and interest in the System, the Methods of Operation, the Marks and the Copyrighted Works and its related property.

## SECTION 2: LICENSE

2.1 Limited Grant. GB Franchising grants to GBFC a non-exclusive license (the "License") to: (a) operate as part of the System; and (b) use the Methods of Operation, the Marks and the Copyrighted Works; (i) on or in connection with the conduct of one restaurant operated under the trade name "GB Fish & Chips," at the location of that restaurant on the Effective Date (the "Restaurant"), and (ii) on or in connection with any other services or goods bearing any of the Marks that GB Franchising may permit its franchisees and/or GBFC, in writing, to offer and sell in the future (the "Goods and Services"). GBFC cannot relocate the Restaurant without the prior written consent of GB Franchising, which consent will not be unreasonably withheld.

2.2 GB Franchising's Representations and Responsibility Regarding Ownership and Use. GB Franchising represents with respect to the Marks and the Copyrighted Works that immediately upon the effectiveness of the assignment of the property by GBFC, as stated above, (i) GB Franchising is the owner of all right, title, interest in and to the Marks and Copyrighted Works or have the right to grant GBFC's use thereof in accordance with this Agreement; and (ii) GB Franchising will take all steps reasonably necessary to preserve and protect the ownership and validity of the Marks and the Copyrighted Works; provided however, that this provision will not require GB Franchising to maintain any registration for the Marks and the Copyrighted Works that GB Franchising determines, in its sole discretion, cannot or should not be maintained.

2.3 GBFC's Use of the System, Methods of Operation, the Marks and the Copyrighted Works.

(a) With respect to GBFC's use of the System, Methods of Operation, the Marks and the Copyrighted Works under this Agreement:

(1) GBFC will use the Methods of Operation, the Marks, and the Copyrighted Works only for such uses regarding the operation of the Business as are expressly authorized in writing under this Agreement or otherwise authorized in writing by GB Franchising and only in the form and manner authorized in writing by GB Franchising, and any use thereof not so authorized will constitute an infringement of GB Franchising's rights as well as a material default of this Agreement.

(2) GBFC agrees to use the Methods of Operation, the Marks, and the Copyrighted Works only with the Goods and Services. GBFC further agrees to offer only Goods and Services under the Marks that meet the standards and specifications of quality and otherwise as established by GB Franchising (the "Standards and Specifications"), which are set forth in the GB Franchising Operations Manual and/or in other documents provided by GB Franchising to GBFC. GB Franchising may change the Standards and Specifications from time to time, and GBFC agrees to comply with the new Standards and Specifications within 30 days after receiving from GB Franchise notice of the change(s); except that if GB Franchising provides its franchisees with more time to make the same change(s), GBFC will have that additional time to make the change(s).

(3) GB Franchising has the sole right to determine whether the Goods and Services being offered by GBFC are consistent with the Standards and Specifications, subject to the terms of a franchise agreement between the parties, if and as applicable. GBFC agrees to provide to GB Franchising's representatives access to its business premises to enable GB Franchising to inspect the performance of the Services. GB Franchising has the right to require, from time to time, that GBFC submit samples of the Goods to GB Franchising for inspection.

(4) GBFC will use in Operation of the Restaurant and in all marketing material related to the Business the Marks and Copyrighted Works in substantially the same combination, arrangement, and manner as provided in GB Franchising's standards so that the Restaurant will be readily recognizable by the general public as an integral of GB Franchising chain. GBFC will use the symbol "®", "SM", "TM", or such symbols or words as GB Franchising may designate to protect the licensed marks.

(5) GBFC does not have any right to and will not transfer, sublicense or allow any person to use the Marks and the Copyrighted Works, except as set forth in this Agreement.

(6) GBFC will not use the Marks, and the Copyrighted Works to incur any obligations or indebtedness on behalf of GB Franchising.

(7) GBFC will not use any Marks, Copyrighted Works, or names that are similar, in GB Franchising's sole opinion or the opinion of the applicable governmental authority, as part of GBFC corporate or legal name or in connection with any business activity or venture (other than the Restaurant), or apply for a trademark or service mark registration of the Marks, any variation thereof or any mark similar to the Marks, in the United States or any other jurisdiction whether alone or in combination with other trademarks, trade names, trade dress, symbols, logos, slogans, designs, emblems, devices or service marks. Notwithstanding the aforementioned, GBFC may use the words "GB Fish & Chips" or "GB Fish and Chips" in its entity's name.

(8) GBFC must (i) comply with GB Franchising's instructions in filing and maintaining any required business, trade, fictitious, assumed, or similar name registrations; (ii) obtain GB Franchising's prior approval of any name to be so registered; and (iii) GBFC must also

execute any documents and take such other action deemed necessary by GB Franchising or its counsel to protect the Marks, maintain their validity and enforceability.

(9) If litigation involving the Marks and the Copyrighted Works is instituted or threatened against GBFC or any notice of such infringement is received by GBFC, or if GBFC becomes aware of any infringement, GBFC will promptly notify GB Franchising in writing and will reasonably cooperate with GB Franchising in GB Franchising's defense or settlement of such litigation. GBFC will not make any demand or serve any notice orally or in writing, or institute any legal action, or negotiate, litigate, compromise or settle any controversy with respect to any such litigation without first obtaining GB Franchising's prior consent, which consent may be withheld in GB Franchising's sole discretion. GB Franchising will have the right to bring such action and to join GBFC as a party to any action in which GB Franchising is or may be a party as to which GBFC is or would be a necessary or proper party.

(b) GBFC agrees that:

(1) After the assignment above, GB Franchising is the owner of all right, title, and interest in and to the System, the Methods of Operation, the Marks, and the Copyrighted Works and the goodwill resulting from GBFC's use of the System, the Methods of Operation, the Marks, and the Copyrighted Works.

(2) The Marks, and the Copyrighted Works are valid and serve to identify the System and those who hold rights to operate restaurants under the System.

(3) GBFC will not directly or indirectly (i) attack the ownership, title or rights of GB Franchising or its Affiliates in and to any part of the System, the Methods of Operation, the Marks, or the Copyrighted Works; (ii) contest the validity of any part of the System, the Methods of Operation, Marks or the Copyrighted Works; or the right of GB Franchising to grant to GBFC the use of the System, the Methods of Operation, the Marks, or the Copyrighted Works in accordance with this Agreement; (iii) take any action or refrain from taking any action that could impair, jeopardize, violate, or infringe the System, the Methods of Operation, the Marks or the Copyrighted Works; (iv) claim adversely to GB Franchising any right, title, or interest in and to the System, the Methods of Operation, the Marks or the Copyrighted Works; or (v) misuse or harm or bring into dispute the System, the Methods of Operation, the Marks or the Copyrighted Works.

(4) GBFC has no ownership interest in the System, the Methods of Operation, the Marks, and the Copyrighted Works and GBFC's use of the Methods of Operation, the Marks and the Copyrighted Works and other aspects of the System pursuant to this Agreement (including any addition or other modification to the Methods of Operation, the Marks, and the Copyrighted Works or any other aspect of the System proposed by GBFC and adopted by GB Franchising) will not give GBFC any Ownership Interest or other interest in or to the Methods of Operation, the Marks, and the Copyrighted Works or any other aspect of the System, except the nonexclusive license granted by this Agreement.

(5) All goodwill arising from GBFC's use of the Methods of Operation, the Marks, and the Copyrighted Works and any other aspect of the System will inure solely and exclusively to GB Franchising's benefit, and upon expiration or termination of this Agreement, no monetary amount will be assigned as attributable to any goodwill associated with GBFC's use of the Methods of Operation, the Marks, the Copyrighted Works or any other aspect of the System.

(6) The rights in, and license of, the Marks and the Copyrighted Works granted hereunder to GBFC are nonexclusive, and thus GB Franchising may (i) use and may

grant franchises and/or licenses to others to use the Methods of Operation, the Marks, and the Copyrighted Works for any and all goods or services, and any location other than the location of the Restaurant, or as otherwise agreed to by GB Franchising, without offering or providing GBFC any rights in, to, or under such other systems.

(7) GBFC shall immediately refer to GB Franchising (1) any infringement or challenge to the validity or ownership of the trademark/service mark "GB Fish & Chips," "GB Fish & Chips and Design" (the logo), or any of the other Marks or any of the Copyrighted Works; (2) any complaints made by customers to the media or the public related to its operation of the Restaurant, or otherwise in connection with its use of the Marks or Copyrighted Works; or (3) any acts of unfair competition, whether by GBFC or by third parties, that interfere with the relationship of the parties to this Agreement or the relationship between GB Franchising and its franchisees (if applicable). The notification must include all information that is available to GBFC concerning the infringements, complaints, or acts of unfair competition.

(8) GBFC shall cooperate with GB Franchising in any legal action against third parties brought by GB Franchising relating to this Agreement, or to the Marks or Copyrighted Works, by providing to GB Franchising information or evidence available to GBFC as GB Franchising may request. GB Franchising will have full and complete control of any legal or informal action to stop acts of unfair competition or infringement of its Marks or Copyrighted Works, and GB Franchising alone will decide whether any legal action will be taken. GBFC has no right to participate in the action or decision without written permission from GB Franchising.

(9) GB Franchising agrees that if GBFC is in full compliance with this Agreement, GBFC will have no liability, and GB Franchising will indemnify, defend, and hold GBFC harmless against any and all damages, liabilities, attorneys' fees and costs incurred by GBFC in defending against any third-party claims or threats of claims under trademark or copyright infringement, or unfair competition or deceptive trade practices acts, arising from GBFC's use of the Marks or Copyrighted Works in accordance with this Agreement; except if the cause of action arose before the assignment of the property by GBFC to GB Franchising. GBFC may, at its own expense, appear through counsel of its own choosing to defend itself in any such action.

(10) Upon termination of this Agreement, GBFC shall (a) withdraw any trade name filings containing any of the Marks; and (b) change its name to remove at least the words "GB" from its entity's name.

2.4 Transferability of Interests. GB Franchising may assign or otherwise transfer this Agreement to any party that acquires the ownership of the System and the Marks. GBFC may *not* assign or otherwise transfer this Agreement or the License without the prior written consent of GB Franchising or its successor (if applicable), and in lieu of GB Franchising or its successor giving that consent, GB Franchising or its successor may instead require the prospective transferee to enter into a franchise agreement or other license agreement with GB Franchising or its successor.

2.5 Term of the License. The term of the License granted to GBFC will be ten years from the Effective Date of this Agreement. The License will be automatically renewed for additional ten-year terms, and may not be terminated by GB Franchising, unless any of the following events occur: (a) GBFC ceases to do business; (b) GBFC ceases to operate a business offering the Goods and Services under the Marks; (c) GBFC fails to strictly comply with any of the provisions of this Agreement, provided that if the breach is curable, GBFC will have 30 days after the receipt of written notice from GB Franchising of a breach of this

Agreement in which to correct the breach; or (d) GB Franchising and GBFC agree to an earlier termination or non-renewal of this Agreement.

**2.6 Governing Law; Dispute Resolution.**

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Colorado and US laws, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Colorado. For such purpose, each party hereby irrevocably submits to the exclusive jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(b) Injunctive Relief. The parties agree that they have the right in the proper case to seek temporary or permanent injunctive relief. The parties agree that they will not be required to post a bond in excess of \$500.00 to obtain any injunctive relief; and that the only remedy if an injunction is entered will be the dissolution of the injunction.

(c) Costs of Enforcement. If for any reason it becomes necessary for either party to initiate any legal or equitable action to secure or protect its rights under this Agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including attorneys' fees, expert's fees and expenses.

**2.7 Notices.** Any notice, direction or other communication given under this Agreement shall be in writing and delivered by hand delivery, courier service, e-mail or certified mail. In the case of hand delivery and courier service, valid notice shall be given upon receipt. In the case of certified mail, valid notice shall be given 3 days after the date of deposit with the U.S. Postal Services with proper address and postage pre-paid. In the case of e-mail, valid notice shall be given when the sender has obtained an electronic confirmation of delivery. Any e-mail communication shall be given on the date of such communication. Notices to the respective party shall be sent to the following addresses:

To GBFC                      GB Fish & Chips  
   1311 South Broadway,  
   Denver CO 80210  
   e-mail: gbfc07@gmail.com

GB Franchising              GB Franchise Company  
   935 E. Florida Avenue,  
   Denver, CO 80210  
   e-mail: stokeld@gmail.com

Either party may change the address(es) to which notices are to be delivered by giving the other party notice in the manner set forth in this provision. If delivery of any notice properly given under this provision is refused or delivery cannot otherwise be completed, the notice will be deemed delivered on the first attempted delivery.

**2.8 Severability.** If a court of competent jurisdiction makes a final determination that any provision of this Agreement is invalid or unenforceable, that provision will be modified by the court so as to best continue to carry out the intent of the parties, or severed from this Agreement if it cannot be so modified; and the remaining provisions remain unimpaired.



2.9 Transferability. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any (to the extent this Agreement can be assigned).

2.10 Multiple Counterparts. Each party may sign this Agreement separately in which case attachment of the parties' entire signature pages to this Agreement shall constitute a fully executed agreement.

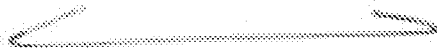
2.11 Entire Agreement. This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

2.12 Waivers. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

GBFC:  
GB Fish & Chips, Inc.

1/27/15



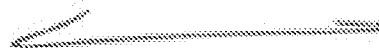
By: /s/ Alex Stokeld

Name: Alex Stokeld

Title: Chief Executive Officer

GB FRANCHISING:  
GB Franchise Company, LLC

1/27/15



By: /s/ Alex Stokeld

Name: Alex Stokeld

Title: Chief Executive Officer

#### Exhibit A

Serial No.	Country	Title/Mark	File Date	Reg. No.	Reg. Date
77621194	U.S.	"GB Fish & Chips and Design"	11/25/2008	3738810	01/19/2010
86120595	U.S.	"In God We Trust"	11/15/2013	4579146	08/05/2014
86437047	U.S.	"GB Fish & Chips"	10/28/2014	N/A	N/A

All common law marks.

**Exhibit B**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**TRADEMARK ASSIGNMENT**

WHEREAS, GB Fish & Chips, Inc., a corporation duly organized and existing under the laws of the State of Colorado and having its principal place of business at 1311 South Broadway, Denver CO 80210 ("GBFC") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "Marks"); and

WHEREAS, and GB Franchise Company, LLC a limited liability company duly organized and existing under the laws of the State of Colorado and having its principal place of business at 935 E. Florida Avenue, Denver, CO 80210 ("GB Franchising"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, GBFC hereby conveys and assigns to GB Franchising the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

GB Fish & Chips, Inc.  
Date: 1/27/15  
By: [Signature]  
Name: Alex Stokeld  
Title: Chief Executive Officer

**Schedule A**

Serial No.	Country	Title/Mark	File Date	Reg. No.	Reg. Date
77621194	U.S.	"GB Fish & Chips and Design"	11/25/2008	3738810	01/19/2010
86120995	U.S.	"In God We Trust"	11/15/2013	4579146	08/05/2014
86487047	U.S.	"GB Fish & Chips"	10/28/2014	N/A	N/A

All common law marks