

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pizza Corner, Inc.		05/20/2016	Corporation: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	Bernatello's Pizza, Inc.		
Street Address:	220 Congress Street		
City:	Maple Lake		
State/Country:	MINNESOTA		
Postal Code:	55358		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4900515	PIZZA CORNER	
Registration Number:	4812040	PIZZA DAVE	
CORRESPONDENCE DATA			
Fax Number:	7155142851		
<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:	715-835-5232		
Email:	aboutget@aboutgetlaw.com		
Correspondent Name:	Anthony J. Bourget		
Address Line 1:	1119 Regis Court, Suite 110		
Address Line 2:	P.O. Box 81		
Address Line 4:	Eau Claire, WISCONSIN 54702		
NAME OF SUBMITTER:	Anthony J. Bourget		
SIGNATURE:	/anthony j. bourget/		
DATE SIGNED:	05/25/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective this 20th day of May, 2016, by and between Pizza Corner, Inc. ("Assignor"), located at 1031 4th Street Southwest, Valley City, ND 58072, and Bernatello's Pizza, Inc. ("Assignor"), located at 220 Congress St., Maple Lake MN 55358.

WITNESSETH

WHEREAS, Assignor owns the following United States trademark applications, registrations and related trademarks:

MARK	FEDERAL REGISTRATION/APP. NO.
PIZZA CORNER	U.S. Trademark Registration No. 4,900,515
PIZZA DAVE logo 	U.S. Trademark Registration No. 4,812,040

(together with all related and common law marks and uses, hereinafter "Trademarks").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated March 20, 2015, as amended, Assignor desires to assign to Assignee all right, title and interest in and to the Trademarks and the goodwill associated therewith;

WHEREAS, this Assignment is being made to Assignee as a successor of Assignor's business, or portion of the business, to which the Trademarks pertain;

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks, together with the business and goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.


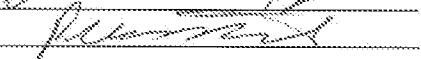
2. Agreement to Perform Necessary Future Acts. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments (including a short form of this agreement) and to perform any other reasonable acts the Assignee may require in order to vest all rights, title and interest in and to said Trademarks in the Assignee and/or to provide evidence to defend the Trademarks and to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, and to take all reasonably necessary steps to obtain, on behalf of Assignee, U.S. registration for said Trademarks.

3. Binding Nature of Agreement. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment Agreement as of the date first written above.

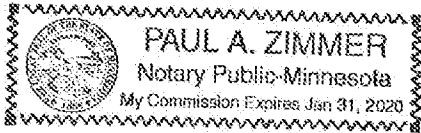
Executed this 20th day of May, 2016.


PIZZA CORNER, INC.

By 
Its 

STATE OF North Dakota)
) ss.
COUNTY OF Beaumont)

The foregoing instrument was acknowledged before me this 20th day of May, 2016, by David J. Zubrod, the President of PIZZA CORNER, INC., a corporation under the laws of North Dakota, on behalf of the corporation.




Notary Public