

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OLGA'S KITCHEN, INC.		12/11/2015	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	SOK VENTURE LLC		
Street Address:	17800 LAUREL PARK DRIVE NORTH		
Internal Address:	SUITE 200C		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2588145	OLGA'S KITCHEN	
Registration Number:	2588094	OLGA'S KITCHEN	
Registration Number:	3479783	OLGA'S KITCHEN	
Registration Number:	3471315	OLGA'S KITCHEN	
Registration Number:	4327458	OLGASAUCE	
Registration Number:	4491440		
Registration Number:	4022001	OLGA'S SNACKERS	
Registration Number:	4022000	THE OLGA SALAD	
Registration Number:	4021998	THE ORIGINAL OLGA	
Registration Number:	4021997	OLGA'S K I T C H E N	
Registration Number:	4021996	OLGA'S KITCHEN	
Registration Number:	4021995	OLGA'S	
Registration Number:	3467554		
Registration Number:	2748283	SUNCOAST SMOOTHIES	
Registration Number:	2230135	IT'S THE FOOD	
Registration Number:	2159222	JUST ABOUT	
Registration Number:	1074172	OLGA	

OP \$440.00 2588145

CORRESPONDENCE DATA**Fax Number:** 7346231625*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.***Phone:** 734-623-1698**Email:** nzemgulis@dickinsonwright.com**Correspondent Name:** JOHN C. BLATTNER**Address Line 1:** 350 S. MAIN ST.**Address Line 2:** SUITE 300**Address Line 4:** ANN ARBOR, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	71952-1
NAME OF SUBMITTER:	John C. Blattner
SIGNATURE:	/John C. Blattner/
DATE SIGNED:	07/28/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of 11th day of December, 2015 between Olga's Kitchen, Inc. a Michigan corporation ("Assignor"), and SOK Venture LLC ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor, OKI, LLC, a Michigan limited liability company ("OKI"), Kobacker & Associates of Kentwood, a Michigan limited partnership, and Kobacker & Associates, a Michigan co-partnership, its limited partner in ("Kobacker" and together with the Assignor and OKI, collectively, the "Seller") and Assignee have entered into a Asset Purchase Agreement, dated as of November 20, 2015 pursuant to which Seller will sell to Assignee, and Assignee will purchase, substantially all of Seller's assets free and clear of all liens, claims, encumbrances and interests (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, certain of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to Assignor's business of owning and operating Olga's restaurants (the "Business") including all Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, pursuant to the terms of an order of the United States Bankruptcy Court for the Eastern District of Michigan dated November 24, 2015 (the "Sale Order"), the Purchase Agreement and the sale and assignment of Assignor's rights and interest relating to the Business including all Intellectual Property free and clear of all liens, claims, encumbrances and interests has been authorized and approved; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Intellectual Property of Assignor including, but not limited to, all Marks and Patents associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assigned Proprietary Rights. Assignor hereby sells, assigns, transfers and delivers to the Assignee, and its successors and assigns forever, all of such Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Intellectual Property, including without limitation, all corresponding rights at common law or otherwise that are or may be secured under the laws of the United States of America or any foreign country, now or hereafter in effect.

2. Marks. Without limiting Section 1 above, Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of

Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names, domain names and all applications therefore that are used in the Business (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

3. Patents. Without limiting Section 1 above, Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in the Business (the "Patents"), along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

4. Rights. The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

5. Further Assurances. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks and Patents assigned herein.

6. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. Facsimile Signatures. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

10. Amendment. This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Olga's Kitchen, Inc., a Michigan corporation

By: 

Print name: GENE KAUR

Its: C.O.

ASSIGNEE:

SOK Venture LLC, a Michigan limited liability company

By: 

Print name: MARK S. SHOSBITT

Its: MANAGING MEMBER


November 20, 2015

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is dated as of ~~October 15, 2015~~. The parties to this Agreement (individually a "Party" and collectively the "Parties") are:

SOK Venture LLC (the "Purchaser");

Olga's Kitchen, Inc., a Michigan corporation, debtor and debtor in possession in bankruptcy case number 15-49008-wjs pending in the U.S. Bankruptcy Court of the Eastern District of Michigan, Southern Division ("Company");

OKI, LLC, a Michigan limited liability company ("OKI"); and

Kobacker & Associates of Kentwood, a Michigan limited partnership, and Kobacker & Associates, a Michigan co-partnership, its limited partner in ("Kobacker" and together with Company and OKI, collectively, "Seller").

Recitals

A. Company is engaged in the business of owning and operating 15 Olga's restaurants, which are identified by their respective store numbers (being store numbers 106, 113, 116, 117, 119, 125, 135, 137, 139, 142, 143, 149, 150, 153 and 154) (the "Company Stores").

B. Company's subsidiary OKI owns a 50% interest in Olga's SOK Holdings, LLC (the "JV"), which is a joint venture with Purchaser that is in the business of owning and operating eleven (11) Olga's restaurants, through the JV and its wholly-owned subsidiaries (the "JV Subsidiaries"), which are identified by their respective store numbers (being store numbers 600, 601, 603, 604, 605, 606, 607, 608, 609, 610, and 612) (the "JV Stores").

C. Company is a partner with Kobacker in the business of owning and operating one Olga's restaurant, located in the Woodland Mall in Kentwood, Michigan, which is identified by its store number (being store number 122) (the "Kobacker Store"). The Company Stores, JV Stores and Kobacker Store are collectively referred to herein as the "Business".

D. Company leases the locations from which the Company Stores are operated (the "Company Lease Locations") pursuant to lease agreements with landlords with respect to each Company Lease Location, and in addition, leases a location for Company's corporate headquarters (collectively, the "Company Leases").

E. The JV and/or the JV Subsidiaries lease the locations from which JV Stores are operated (the "JV Lease Locations") pursuant to lease agreements with landlords with respect to each JV Lease Location (the "JV Leases").

F. Kobacker leases the Kobacker Store in the Woodland Mall in Kentwood, Michigan (the "Kobacker Lease Location") pursuant to a lease agreement with a landlord with respect to the Kobacker Lease Location (the "Kobacker Lease"). The Company Stores and

(b) Except as set forth on Schedule 8.7(b), Seller is not required to give any notice to, make any filing with, or obtain any Consent of any Governmental Body in order for Seller to consummate the transactions contemplated by this Agreement.

8.8 Permits. Seller holds all Permits required for the conduct of the Business and ownership of the Acquired Assets, except where the failure to hold any such Permit would not have a Material Adverse Affect. Seller is in compliance with the terms and conditions of all such Permits which it holds and all such Permits will be available for use by Purchaser immediately after the Closing.

8.9 Tangible Personal Property. The Tangible Personal Property includes all equipment, and other tangible assets necessary for the current conduct of the Business in accordance with past practice.

8.10 Contracts. All of the Assumed Contracts, Assumed Leases and all other Contracts of Seller are valid, binding and enforceable in accordance with their respective terms. Seller has performed all obligations required to be performed by it as of the date hereof and is not in default under or in breach of nor in receipt of any claim of default or breach under any Contract to which Seller is subject; no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of noncompliance by Seller under any Contract to which Seller is subject; and Seller has no present expectation or intention of not fully performing all such obligations.

8.11 Tax Matters.

(a) All Taxes that give rise to a Lien on the Acquired Assets shall either be (i) specifically subject to the Sale Order transferring to Purchaser such Acquired Assets free and clear of all Liens and encumbrances or (ii) paid in full at Closing.

(b) Seller is not a "foreign person" for purposes of the withholding requirements of Section 1445(a) of the Code (or any corresponding provision of state, local or foreign Tax Law), and Seller has no permanent establishment in any foreign country, as defined in the relevant tax treaty between the United States of America and such foreign country.

(c) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly, completely and timely filed.

(d) Seller is not a party to any Contract that has resulted or could result, separately or in the aggregate, in the obligation to make any payments that will not be deductible under Code Section 280G or which is subject to Code Section 409A.

(e) Seller is not a party to any Tax allocation, indemnification or sharing agreement that will remain in effect following the Closing.

8.12 Intellectual Property.

(a) Schedule 8.12(a) identifies, with respect to the Business and the Acquired Assets, (i) each item of Intellectual Property which has been issued to Seller or which is used by Seller or which has been applied for by Seller, (ii) each material item of unregistered Intellectual Property owned or used by Seller, (iii) each license, agreement, or other permission that Seller has granted to any third party with respect to any Intellectual Property used by Seller (together with any exceptions); and (iv) each material license, agreement or other permission under which Seller uses any Intellectual Property owned by a third party.

(b) Except as set forth on Schedule 8.12(b), Seller has not received notice from any Person and Seller has no knowledge that the conduct of the Business or the Intellectual Property owned or used by Seller interferes with, infringes, misappropriates, or otherwise conflicts with any Intellectual Property or other rights of third parties.

8.13 Labor and Employment Matters.

(a) Seller is not a party to or bound by any collective bargaining agreement or relationship with any labor organization.

(b) With respect to the Business: Company has paid all wages, benefits, accrued vacation pay and accrued bonuses through the Closing Date which arose after the Petition Date. In addition (i) no labor organization or group of employees has filed any representation petition or made any written or oral demand for recognition; (ii) to the knowledge of Seller, no union organizing efforts are underway or threatened and no other question concerning representation exists; (iii) there is no employment-related charge, complaint, grievance, investigation, inquiry or obligation of any kind, pending or to the knowledge of Seller, threatened in any forum, relating to an alleged violation or breach by Seller (or its officers or directors) of any Law or Contract; and (iv) to the knowledge of Seller, Seller has not committed any act or omission giving rise to liability for any violation identified in subclause (iii) above, or as a result of any adverse workers compensation experience.

8.14 Employee Benefits.

(a) Seller has not maintained, contributed to or had any Liability with respect to any Employee Pension Benefit Plan.

(b) Seller does not maintain, has no obligation to contribute to and does not have any Liability (including any liability under Parts 6 and 7 of Subtitle B of Title I of ERISA and Sections 4980B, 4980D and 5000 of the Code) with respect to any Employee Welfare Benefit Plan nor with respect to any Employee Welfare Benefit Plan, whether or not terminated, which provides medical, health, life insurance or other welfare-type benefits for current or future retirees or current or future former employees or their spouses or dependents (other than in accordance with Section 4980B(f) of the Code or other applicable Law).

(c) Seller does not maintain, contribute to or have any Liability under (or with respect to) any deferred compensation, severance or retirement plans or arrangements, employee welfare, fringe benefit, vacation, incentive or bonus plan, program, policy or other arrangement,

**SCHEDULE 8.12(a)
INTELLECTUAL PROPERTY LIST**

**SCHEDULE 8.12 (a)
INTELLECTUAL PROPERTY LIST**

TRADEMARKS

**REG. NO. 2,588,145 / SER. NO. 76-269,200, FILED 6-8-2001
REG. NO. 2,588,094 / SER. NO. 76-260,185, FILED 5-21-2001
REG. NO. 3,479,783 / SER. NO. 77-341,138, FILED 11-30-2007
REG. NO. 3,471,315 / SER. NO. 77-341,203, FILED 11-30-2007**

ADDITIONAL TRADEMARKS

**#4327456 – OLGAS SAUCE
#4491440 –
#4022001 – OLGA’S SNACKERS
#4022000 – THE OLGA SALAD
#4021998 – THE ORIGINAL OLGA
#4021997 – OLGA’S KITCHEN
#4021996 – OLGA’S KITCHEN
#4021995 – OLGA’S
#3467554 –
#3479783 – OLGA’S KITCHEN
#3471315 – OLGA’S KITCHEN
#2748283 – SUNCOAST SMOOTHIES
#2588094 – OLGA’S KITCHEN
#2230135 – IT’S THE FOOD
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#1074172 – OLGA**