

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anthony's Pizza & Pasta International, Inc.		09/13/2016	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Anthony's Pizza Holding Company, LLC		
Street Address:	Suite 220, 200 Cypress Creek Road		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2661703	ANTHONY'S PIZZA & PASTA	
Registration Number:	4579133	EST 1984 ANTHONY'S PIZZA & PASTA	
Serial Number:	87087885	ANTHONY'S	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	trademark@proskauer.com		
Correspondent Name:	Lindsey F. Jones		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	25389-001		
NAME OF SUBMITTER:	Lindsey F. Jones		
SIGNATURE:	/Lindsey F. Jones/		
DATE SIGNED:	09/20/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is made as of September 13, 2016, by and between Anthony's Pizza & Pasta International, Inc., a Colorado corporation (the "Assignor"), and Anthony's Pizza Holding Company, LLC, a Florida limited liability company (the "Assignee").

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademarks and trademark applications listed on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor, certain of Assignor's shareholders and Assignee have entered into that certain Purchase and Sale Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, assign and convey to Assignee, and Assignee has agreed to acquire from the Assignor, the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby purchases, accepts and acquires from Assignor, its entire right, title and interest in and to the Marks, including but not limited to all goodwill symbolized thereby or associated therewith, any and all common law rights thereof, and any renewals, extensions and continuations thereof, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement, and in and to all rights corresponding to the foregoing throughout the world (the foregoing collectively, the "Rights").

2. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable countries outside the United States, to record this Assignment and issue such additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors or assigns solely in connection with the Marks.

3. From time to time, Assignor, its successors and assigns, shall execute and deliver all such further assignments or other instruments of conveyance and transfer as Assignee, its successors and assigns may reasonably request to more effectively transfer to and vest in Assignee the Marks and the Rights.

4. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, with full power of substitution, and gives and grants to Assignee, its successors and assigns, full power and authority in the name of

Assignor, at any time and from time to time, to execute all documents, complete all electronic transactions and assist in all proceedings to effectuate the transfer of the Marks and the Rights to Assignee and to perfect, register or record the rights of Assignee to the Marks and the Rights as Assignee may deem reasonably appropriate, and generally from time to time to do and perform such further acts and things concerning the subject matter of this paragraph with like power and as fully as Assignor could do or might have done with respect to the Marks and the Rights; provided that Assignee shall not exercise the power of attorney granted in this Section 4 unless Assignee has requested that Assignor perform any actions or execute any documents necessary to effectuate the transfer of the Marks and the Rights to Assignee or to perfect, register or record the rights of Assignee to the Marks and the Rights, and Assignor, either: (i) refuses to perform such actions or to execute such documents; or (ii) fails to perform such actions or to execute such documents within ten (10) days of Assignor's receipt of Assignee's request.

5. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida without regard to any applicable conflicts of law rules or principles that would otherwise cause the application of the laws of another jurisdiction.


7. This Assignment may be executed (including by facsimile or other electronic transmission (e.g., portable data format)) with counterpart signature pages or in multiple counterparts, all of which shall be considered one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:

Anthony's Pizza & Pasta International, Inc.

By:  _____

Name: **JAN LE BEL**

Title: **PRESIDENT**

ASSIGNEE:

Anthony's Pizza Holding Company, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:

Anthony's Pizza & Pasta International, Inc.

By: _____


Name:

Title:

ASSIGNEE:

Anthony's Pizza Holding Company, LLC

By: ACFP Management, Inc., its sole member

By:  _____

Name: *Matt Leeds*

Title: *Director*

[Signature Page to Trademark Assignment]

Schedule A

Trademarks

U.S. Trademarks

Mark	Reg No. or Serial No.
ANTHONY'S PIZZA & PASTA	Reg: 2661703
EST 1984 ANTHONY'S PIZZA & PASTA DESIGN MARK	Reg: 4579133
ANTHONY'S	Ser. No. 87087885

Canadian Trademarks

Mark	Reg No. or Serial No.
ANTHONY'S PIZZA & PASTA	Reg. No. TMA666347

Kuwait Trademarks

Mark	Reg No. or Serial No.
ANTHONY'S PIZZA & PASTA EST 1984 and Design	Reg. No. 147446