

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Culver Enterprises, Inc.		06/25/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Culver Franchising System, Inc.		
Doing Business As:	Culver's		
Street Address:	1240 Water Street		
City:	Prairie du Sac		
State/Country:	WISCONSIN		
Postal Code:	53578		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2164875	AMERICA'S FAVORITES MADE FRESH	
Registration Number:	2587488	BLUE SPOON	
Registration Number:	2653686	BUTTERBURGER	
Registration Number:	2994334	BUTTERBURGERS	
Registration Number:	1841058	CULVER'S	
Registration Number:	4282560	CULVER'S	
Registration Number:	3128098	CULVER'S	
Registration Number:	3323569	CULVER'S	
Registration Number:	3323105	CULVER'S BUTTERBURGERS & FROZEN CUSTARD	
Registration Number:	3643010	CULVER'S CARES	
Registration Number:	3247050	CULVER'S CONCRETE MIXER	
Registration Number:	2290479	CULVER'S	
Registration Number:	1841059	CULVER'S FROZEN CUSTARD BUTTERBURGERS	
Registration Number:	2925165	CULVER'S VIP FOUNDATION	
Registration Number:	2925166	CULVER'S VIP FOUNDATION	
Registration Number:	3076461	CUSTARDCCINO	
Registration Number:	2754000	GEORGE'S CHILI	
Registration Number:	2106167	SCRAM'WICH	

OP \$490.00 2164875

Property Type	Number	Word Mark
Registration Number:	4163962	WELCOME TO DELICIOUS
CORRESPONDENCE DATA		
Fax Number:	6086442156	
<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:	6086437980	
Email:	steveanderson@culvers.com	
Correspondent Name:	Steven E. Anderson	
Address Line 1:	1240 Water Street	
Address Line 4:	Prairie du Sac, WISCONSIN 53578	
NAME OF SUBMITTER:	Steven E. Anderson	
SIGNATURE:	/StevenEAnderson/	
DATE SIGNED:	10/27/2016	
Total Attachments: 5		
source=TM Purchase Agreement 06-25-16pdf#page1.tif		
source=TM Purchase Agreement 06-25-16pdf#page2.tif		
source=TM Purchase Agreement 06-25-16pdf#page3.tif		
source=TM Purchase Agreement 06-25-16pdf#page4.tif		
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TRADEMARK PURCHASE AGREEMENT

This Trademark Assignment (“**Assignment**”) is effective as of the 25th day of June, 2016 (“**Effective Date**”), by and between Culver Enterprises, Inc., a Wisconsin corporation (“**Assignor**”) and Culver Franchising System, Inc., a Wisconsin corporation (“**Assignee**”) (each may be referred to as a “**Party**” and collectively the “**Parties**”).

WHEREAS, Assignor is the current owner of various trademarks and service marks, including the marks covered by the registrations listed in the attached **Schedule A** as well as any other trademarks or service marks in which Licensor has developed rights in based on its use of those marks in commerce (collectively, the “**Marks**”).

WHEREAS, Assignee desires to acquire the entire right, title and interest in, to and under the Marks, including any registrations and applications for registration thereof, together with the goodwill and that portion of the business in connection with which the Marks are used.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor agrees to and does hereby sell, assign, convey and transfer to Assignee, and Assignee accepts, the entire right, title and interest in, to and under the Marks, together with the goodwill and that portion of the business in connection with which the Marks are used. Concurrent with the execution of this Agreement, Assignor agrees to and shall execute the Trademark Assignment attached as **Exhibit A**.
2. Payment. Within seven (7) days of receiving copies of this Agreement and Exhibit A that have been executed by Assignor, Assignee agrees to pay to Assignor a net sum of \$0.00.
3. Notice. Any notices required or permitted under this Agreement shall be sufficient if delivered in person or sent by a reputable overnight courier or delivery service that provide proof of receipt to the sender, to the following:

If to Culver Franchising System, Inc.:
Steven E. Anderson
Vice President & General Counsel
Culver Franchising System, Inc.
1240 Water Street
Prairie du Sac, WI 53578

If to Culver Enterprises, Inc. :
1240 Water Street
Prairie du Sac, WI 53578
Attention: President

4. No Waiver. The failure of a party to insist upon strict performance of any obligation of the other party hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of its right to demand strict compliance in the future. No consent or waiver by any party to any breach or default in the performance of any obligation hereunder by the other party shall constitute a consent or waiver to any other breach or default in the performance of the same or any other obligation hereunder.
5. Further Assurances. Each party shall cooperate with the other party including the execution and delivery of such further and additional documents as may be necessary or appropriate, in order to give effect to the intent and terms of this Agreement.
6. Construction. The Parties declare that this Agreement was jointly drafted by the Parties, that they understand the terms of this Agreement, have executed it voluntarily, and have received the desired advice of counsel. Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law, but if any provision shall be held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
7. Governing Law. This Agreement is made and entered into in the State of Wisconsin, United States of America and shall be in all respects interpreted, enforced, and governed under the laws of the State of Wisconsin, without regard to that state's exclusive rules regarding choice of law. The Parties hereby consent to exclusive personal jurisdiction and exclusive venue in the United States District court for the Western District of Wisconsin for all disputes arising out of or related to this Agreement and the subject matter hereof.
8. Entire Agreement. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, whether written or oral. For the avoidance of doubt, the Parties agree that the Trademark License Agreement between the Parties effective January 1, 2001 and renewed effective January 1, 2011 is superseded by this Agreement and is null and void as of the Effective Date herein. The section headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement. This Agreement shall not be modified or amended except by express written consent of the parties. This Agreement may be executed in counterpart copies and receipt by facsimile transmission of executed copies will be legally binding.

IN TESTIMONY WHEREOF, Assignor has, through its duly authorized representative, executed this Assignment this 25th day of June, 2016.

CULVER ENTERPRISES, INC.

By: [Signature] / Leola Culver

Name: Craig Culver / LEOLA CULVER

Title: _____

CULVER FRANCHISING SYSTEM, INC.

By: [Signature] / Phillip E. Keiser

Name: PHILLIP E. KEISER

Title: PRESIDENT & CEO.

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 25th day of June, 2016, by and between Culver Enterprises, Inc. a Wisconsin corporation ("Assignor") and Culver Franchising System, Inc., a Wisconsin corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Trademark Purchase Agreement effective as of June 25, 2016 ("Purchase Agreement"), pursuant to the terms of which Assignor agreed to assign the Assignor's trademarks (the "Marks"), including those registrations listed on Schedule A, to Assignee; and

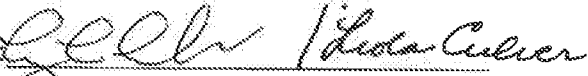
WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee the entire right, title and interest in, to and under said Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the Marks are used and all rights of enforcement and recovery for past, present or future infringements or unauthorized uses of the Marks. Assignor further agrees to execute and deliver any documents necessary or appropriate to give effect to the intent and terms of this agreement.

The execution and delivery of this Assignment shall not, in any way, affect or limit the rights and obligations of Assignor and Assignee under, or enlarge, restrict or otherwise modify, the terms of the Purchase Agreement.

IN TESTIMONY WHEREOF, Assignor has, through its duly authorized representative, executed this Assignment this 25th day of June, 2016.

CULVER ENTERPRISES, INC.

By: 
Name: Craig Culver / LEOLA CULVER
Title: _____

SCHEDULE A

Schedule of Trademarks

Mark	Registration/ Serial No.	Country
AMERICA'S FAVORITES MADE FRESH	2,164,875	U.S.
BLUE SPOON	2,587,488	U.S.
BUTTERBURGER	2,653,686	U.S.
BUTTERBURGERS	2,994,334	U.S.
CULVER'S	1,841,058	U.S.
CULVER'S & design	4,282,560	U.S.
CULVER'S & design	3,128,098	U.S.
CULVER'S & design	3,323,569	U.S.
CULVER'S BUTTERBURGERS & FROZEN CUSTARD & design	3,323,105	U.S.
CULVER'S CARES & design	3,643,010	U.S.
CULVER'S CONCRETE MIXER & design	3,247,050	U.S.
CULVER'S & design	2,290,479	U.S.
CULVER'S FROZEN CUSTARD BUTTERBURGERS & design	1,841,059	U.S.
CULVER'S VIP FOUNDATION	2,925,165	U.S.
CULVER'S VIP FOUNDATION & design	2,925,166	U.S.
CUSTARDCCINO	3,076,461	U.S.
GEORGE'S CHILI	2,754,000	U.S.
SCRAM'WICH	2,106,167	U.S.
WELCOME TO DELICIOUS	4,163,962	U.S.