

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Partnership Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. G's Holdings GP, LLC		06/05/2015	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Sovrano GP, LLC		
Street Address:	550 Bailey Avenue		
Internal Address:	Suite 650		
City:	Forth Worth		
State/Country:	TEXAS		
Postal Code:	76107		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	86454363	SWEET SRIRACHA	
Serial Number:	86170671	ONLY THE BEST 1969 INGREDIENTS · FLAVOR·	
Serial Number:	85477964	G	
Serial Number:	85477484	G GATTI'S	
Serial Number:	85300871	SPAGATTI	
Serial Number:	85297436	DUTCH APPLE TREAT	
Serial Number:	85212573	G-FORCE	
Serial Number:	77949087	CRAVE MORE SAVE MORE	
Serial Number:	77665121	CRAVE MORE	
Serial Number:	77193185	GATTI'S PIZZA	
Serial Number:	77193184	GATTI'S PIZZA	
Serial Number:	77097683	GETTIN' TOGETHER OVER GATTI'S	
Serial Number:	78782137	GATTI'S PIZZA	
Serial Number:	78782241	GATTI'S PIZZA	
Serial Number:	78651536	GATTI-TOWN EAT UP THE FUN!	
Serial Number:	76532674	THE TORCH	
Serial Number:	76492256	GATTI'S	
Serial Number:	76492255	GATTI'S	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	75721232	GATTI'S TO GO
Serial Number:	75611551	WALL TO WALL
Serial Number:	75343514	GATTI GEAR
Serial Number:	75343512	GATTITOWN
Serial Number:	75343513	GFORCE
Serial Number:	74664907	MR. GATTI'S
Serial Number:	74411603	PAN PERFECT
Serial Number:	74405198	GATTILAND
Serial Number:	74325935	SUPERONI
Serial Number:	74255124	
Serial Number:	74052828	GATTI'S FAVORITES
Serial Number:	74049672	SAMPLER
Serial Number:	74042129	BURGERONI
Serial Number:	74042199	GATTI'S DELUXE
Serial Number:	74042200	MEAT MARKET
Serial Number:	73304243	THE BEST PIZZA IN TOWN! (HONEST)
Serial Number:	73038083	MR. GATTI'S

CORRESPONDENCE DATA

Fax Number: 7132388008

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: 7132388000

Email: tmhou@conleyrose.com

Correspondent Name: Stewart N. Mesher

Address Line 1: P.O. Box 3267

Address Line 4: Houston, TEXAS 77253-3267

ATTORNEY DOCKET NUMBER:	7080-25900
NAME OF SUBMITTER:	Stewart Mesher
SIGNATURE:	/Stewart Mesher/
DATE SIGNED:	02/27/2017

Total Attachments: 6

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ASSIGNMENT OF PARTNERSHIP INTERESTS

THIS ASSIGNMENT OF PARTNERSHIP INTERESTS (this "Assignment") is made and entered into for all purposes effective as of June 5, 2015 (the "Effective Date"), by and among Blue Sage Capital, L.P., a Delaware limited partnership ("Blue Sage"), Mr. G's Holdings GP, LLC, a Texas limited liability company ("GP Seller" and together with Blue Sage, each an "Assignor" and collectively, the "Assignors"), and Sovrano, LLC, a Delaware limited liability company ("LP Buyer"), and Sovrano GP, LLC, a Delaware limited liability company ("GP Buyer" and together with LP Buyer, each an "Assignee" and collectively, the "Assignees").

WITNESSETH

WHEREAS, Assignors hold partnership interests in one or more of the following entities, as set forth on Exhibit A attached hereto: MGI Holdings, LP, a Texas limited partnership, and Mr. Gatti's, LP, a Texas limited partnership (collectively, the "Companies");

WHEREAS, Assignors and Assignees have entered into that certain Partnership Interest Purchase Agreement dated as of May 6, 2015 (the "Purchase Agreement"); and

WHEREAS, Assignors desire to transfer, and Assignees desire to acquire, all of Assignors' partnership interests that Assignors have in the Companies, as set forth on Exhibit A attached hereto (the "Assigned Interest").

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Interest. Pursuant to the terms and conditions of the Purchase Agreement, Assignors hereby transfer and assign to Assignees, and each Assignee hereby acquires from Assignors, the Assigned Interest specifically set forth on Exhibit A, including but not limited to, that portion of the right, title and interest of each Assignor in and to the properties (real and personal), capital, cash flow, distributions and profits and losses of the Companies that are allocable to the Assigned Interest.
2. Effective Date. The assignment herein is effective as of the Effective Date, and from and after that date, that portion of the net profits or net losses of the Companies allocable to the Assigned Interest shall be credited or charged, as the case may be, to the relevant Assignee and not to any Assignor.
3. Further Assurances. Each Assignor and each Assignee further agree that each will do or cause to be done such further acts and shall execute, acknowledge, and deliver such further instruments as may be reasonably required by any of them to fully effectuate the assignment made herein.
4. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

5. Modification and Waiver. No supplement, modification, waiver or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without regard for its conflict of law principles.

7. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be an original and all of which shall together constitute one and the same Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment is executed to be effective as of the Effective Date.

ASSIGNORS:

BLUE SAGE CAPITAL, L.P.

By: Blue Sage Management, L.P., its general partner

By: Blue Sage Management GP, LLC, its general partner

By: James D. McBride
Name: James D. McBride
Title: Manager

MR. G'S HOLDINGS GP, LLC

By: James D. McBride III
Name: James D. McBride III
Title: Manager

ASSIGNEES:

SOVRANO, LLC

By: _____
Name: _____
Title: _____

SOVRANO GP, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF PARTNERSHIP INTERESTS]

IN WITNESS WHEREOF, this Assignment is executed to be effective as of the Effective Date.

ASSIGNORS:

BLUE SAGE CAPITAL, L.P.

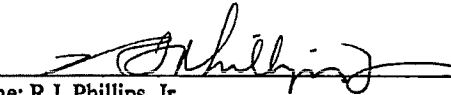
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MR. G'S HOLDINGS GP, LLC

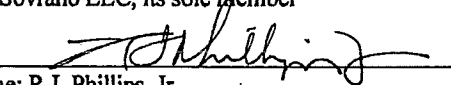
By: _____
Name: _____
Title: _____

ASSIGNEES:

SOVRANO, LLC

By: 
Name: R.J. Phillips, Jr.
Title: Manager

SOVRANO GP, LLC

By: Sovrano LLC, its sole member
By: 
Name: R.J. Phillips, Jr.
Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF PARTNERSHIP INTERESTS]

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TRADEMARK
REEL: 005996 FRAME: 0841

Exhibit A

Entity Ownership

<u>Assignor</u>	<u>Assignee</u>	<u>Entity</u>	<u>Ownership Type</u>
Blue Sage Capital, L.P.	Sovrano, LLC	MGI Holdings, LP, a Texas limited partnership	All issued and outstanding limited partner interests
Mr. G's Holdings GP, LLC	Sovrano GP, LLC	MGI Holdings, LP, a Texas limited partnership	All issued and outstanding general partner interests
	Sovrano GP, LLC	Mr. Gatti's, LP, a Texas limited partnership	All issued and outstanding general partner interests

RECORDED: 02/27/2017

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