

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Newk's Holding Company, LLC		03/20/2017	Limited Liability Company: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newk's Franchise Company, LLC		
<b>Street Address:</b>	2680 Crane Ridge Drive		
<b>City:</b>	Jackson		
<b>State/Country:</b>	MISSISSIPPI		
<b>Postal Code:</b>	39216		
<b>Entity Type:</b>	Limited Liability Company: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3586537	TO GO	
<b>Registration Number:</b>	3678588	THE DEBRA	
<b>Registration Number:</b>	3707521	NEWK'S "Q"	
<b>Registration Number:</b>	3757278	NEWK'S	
<b>Registration Number:</b>	3586533		
<b>Registration Number:</b>	4149769	"WE CATER ... YOU PARTY"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	516-663-6505		
<b>Email:</b>	jdemaro@rmfpc.com		
<b>Correspondent Name:</b>	John A. DeMaro		
<b>Address Line 1:</b>	1425 RXR Plaza		
<b>Address Line 2:</b>	15th Floor - East Tower		
<b>Address Line 4:</b>	Uniondale, NEW YORK 11556		
<b>NAME OF SUBMITTER:</b>	John A. DeMaro		
<b>SIGNATURE:</b>	/John A. DeMaro/		
<b>DATE SIGNED:</b>	03/20/2017		

OP \$165.00 3586537

**Total Attachments: 2**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement ("Agreement") is made on March 20, 2017 ("Effective Date") by and between Newk's Holding Company, LLC, a Mississippi limited liability company with an address at 2680 Crane Ridge Drive, Jackson, Mississippi 39216 ("Assignor") and Newk's Franchise Company, LLC, a Mississippi limited liability company with an address at 2680 Crane Ridge Drive, Jackson, Mississippi 39216 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of rights in and to (i) the trademarks listed on Exhibit A (the "Trademarks"), (ii) the registrations for the Trademarks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO") as set forth on Exhibit A (the "Registrations"), and (iii) all goodwill associated with (i) and (ii) above. The rights set forth in (i) through (iii) of this clause are collectively referred to herein as "Trademark Rights"; and

WHEREAS, Assignor desires to transfer, sell and assign all of its right, title and interest in and to the Trademarks and Trademark Rights to Assignee, and Assignee desires to acquire all such rights, title and interest in and to the Trademarks and Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed upon between the parties as follows:

Assignor hereby irrevocably and unconditionally sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's rights, title, ownership and interest in Trademarks and Trademark Rights, including without limitation (i) all goodwill in, incorporated or embodied in or associated with the Trademarks, (ii) all causes of action, past, present and future for infringement or unfair competition with respect to the Trademarks that Assignor may have against third parties, and (iii) the Registrations listed on Exhibit A.

This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including without limitation that Intellectual Property License Agreement dated on or about March 2014. This Agreement may be amended only in a written document executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Assignor: Newk's Holding Company, LLC

Assignee: Newk's Franchise Company, LLC

By: 

By: 

Chris Newcomb, CEO

Chris Newcomb, CEO

Date: March 20, 2017


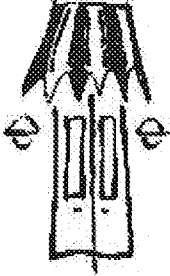
Date: March 20, 2017

**TRADEMARK**

**REEL: 006013 FRAME: 0492**

# Exhibit A

## Trademarks

Trademarks	USPTO Serial Number	Application Date	USPTO Registration Number	Registration Date
To Go 	77/534,964	July 30, 2008	3,586,537	March 10, 2009
The Debra	77/534,842	July 30, 2008	3,678,588	September 8, 2009
Newk's "Q"	77/534,693	July 30, 2009	3,707,521	November 10, 2009
Newk's	77/787,309	July 22, 2009	3,757,278	March 9, 2010
	77/534,894	July 30, 2008	3,586,533	March 10, 2009
"We Cater... You Party"	85/436,199	Sept. 30, 2011	4,149,769	May 29, 2012