

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concept Acquisitions, LLC		04/04/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mountain Mike's Pizza, LLC		
Street Address:	24 Corporate Plaza, Suite 100		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1716962	MOUNTAIN MIKE'S	
Registration Number:	1716963	MOUNTAIN MIKE'S	
Registration Number:	2004536	MOUNTAIN MIKE'S PIZZA	
Registration Number:	2174312	PIZZA THE WAY IT OUGHTA BE	
Registration Number:	3467126	MOUNTAIN MIKE'S	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	734-418-4212		
Email:	dstrange@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	Honigman Miller Schwartz and Cohn LLP		
Address Line 2:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	225828-408561		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/Angela Alvarez Sujek/		
DATE SIGNED:	04/06/2017		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), dated as of April 4, 2017, is by and between Concept Acquisitions, LLC, a California limited liability company (“**Seller**”), and Mountain Mike’s Pizza, LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller and Buyer are parties to that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”). The execution and delivery of this Agreement is an obligation of each of Buyer and Seller for the Closing under the Purchase Agreement.

B. Seller is the record owner of certain registered trademarks, as more fully described on Exhibit A hereto (collectively, the “**Marks**”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

2. Assignment. In accordance with the Purchase Agreement, Seller hereby irrevocably grants, transfers, assigns and conveys unto Buyer all right, title and interest in, to and under the Marks, including, but not limited to, (a) all right, title and interest in, to and under all issuances, extensions and renewals of the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks, (b) all rights of any kind whatsoever of Seller accruing under any of the Marks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Marks, and (d) any and all claims and causes of action, with respect to any of the Marks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Marks to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Seller’s and Buyer’s representations, warranties, covenants, agreements and indemnities relating to the Assets and the Assumed Liabilities, are incorporated herein by reference. Seller and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and

indemnities contained in the Purchase Agreement are not superseded hereby but remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement govern.

5. Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A facsimile or other copy of a signature, including execution and delivery of this Agreement by electronic exchange bearing the copies of the signature of a party, shall be deemed an original for purposes of this Agreement.

6. Notices. All notices, requests, demands, claims and other communications hereunder shall be given in the manner set forth in the Purchase Agreement. Either party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice of such change in the manner set forth in the Purchase Agreement.

7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any situation in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining terms and provisions hereof or the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction so as best to give effect to the intent of the parties under this Agreement.

8. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

10. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment and Assumption Agreement as of the date first written above.

SELLER:

CONCEPT ACQUISITIONS, LLC

By: 

Name: Brad Gordon

Title: Manager

BUYER:

MOUNTAIN MIKE'S PIZZA, LLC

By: _____

Name: Chris Britt

Title: Co-CEO

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment and Assumption Agreement as of the date first written above.

SELLER:

CONCEPT ACQUISITIONS, LLC

By: _____
Name: Brad Gordon
Title: Manager

BUYER:

MOUNTAIN MIKE'S PIZZA, LLC

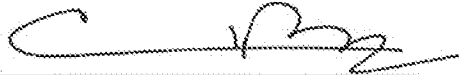



By:  _____
Name: Chris Britt
Title: Co-CEO

EXHIBIT A

Marks

<u>Trademark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Initial Reg. Date</u>	<u>Last Renewal Date</u>
Mountain Mike's Pizza stylized design 	Seller	74235256 (US)	1716962 (US)	9/15/1992	9/15/2012
Mountain Mike's Pizza stylized design MOUNTAIN MIKE'S	Seller	74235257 (US)	1716963 (US)	9/15/1992	9/15/2012
Mountain Mike's Pizza stylized design MOUNTAIN MIKE'S	Seller	1945718 (INDIA)	1441499 (INDIA)	1/15/2017	N/A
Mountain Mike's Pizza stylized design 	Seller	75024700 (US)	2004536 (US)	10/1/1996	10/1/2016
Slogan "Pizza the way it oughta be"	Seller	75174377 (US)	2174312 (US)	7/21/1998	7/21/2008
Mountain Mike's Pizza stylized design 	Seller	3467126 (US)	3467126 (US)	7/15/2008	N/A