

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436229

<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>
Genji LLC		07/24/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Peace Dining Corporation		
<b>Street Address:</b>	Two Penn Center, Suite 725		
<b>Internal Address:</b>	1500 JFK Blvd.		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19102		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86610902	GENJI RAMEN	
<b>Serial Number:</b>	86669510	KEI JEI	
<b>Registration Number:</b>	4851676	WOK STREET	
<b>Registration Number:</b>	4851677	WOK STREET NOODLES - RICE - CURRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036108686		
<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>	2024658397		
<b>Email:</b>	rmcdougall@milesstockbridge.com, ipdocketing@milesstockbridge.com		
<b>Correspondent Name:</b>	Rebecca E. McDougall		
<b>Address Line 1:</b>	1500 K Street NW, Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	100221-21557US		
<b>NAME OF SUBMITTER:</b>	Rebecca E. McDougall		
<b>SIGNATURE:</b>	/REMcDougall/		
<b>DATE SIGNED:</b>	07/24/2017		

CH \$115.00 86610902

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*") is effective as of July 27, 2017 by and between **Genji, LLC**, a Pennsylvania limited liability company, with its address at 1500 JFK Blvd., Suite 725, Philadelphia, Pennsylvania 19102 (the "*Assignor*"), and **Peace Dining Corporation**, a Pennsylvania corporation, with its address at 1500 JFK Blvd., Suite 725, Philadelphia, Pennsylvania 19102 (the "*Assignee*").

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks, service marks, logos, trade dress, and trade names indicating the source of goods or services, and other indicia of commercial source of origin (whether registered, common law, statutory or otherwise), all registrations and applications to register the foregoing anywhere in the world as set forth on Schedule A, attached hereto, together with the goodwill of the business associated therewith (collectively, the "*Marks*");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title, and interest in, including the portion of the business represented by and all goodwill associated with the Marks, including, without limitation, any registrations or applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto 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.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

Peace Dining Corporation

Genji, LLC

By: *Walid*

By: *Walid*

Name: WALID JAHANGEER

Name: WALID JAHANGEER

Title: CONTROLLER &

Title: VP OF FINANCE

VP OF FINANCE

**SCHEDULE A**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APPLICATION OR REGISTRATION NUMBER</b>
<b>GENJI RAMEN</b>	United States	86610902
<b>KEI JEI</b>	United States	86669510
<b>WOK STREET</b>	United States	4851676
<b>WOK STREET NOODLES RICE CURRY (logo)</b>	United States	4851677