

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM447492

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BP International Rights Holdings Inc.		09/24/2017	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Treliving Private Investments Ltd.
Street Address:	100 - 10760 Shellbridge Way
City:	Richmond, British Columbia
State/Country:	CANADA
Postal Code:	V6X 3H1
Entity Type:	Company: BRITISH COLUMBIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1838006	BOSTON'S THE GOURMET PIZZA
Registration Number:	2551390	BOSTON'S THE GOURMET PIZZA
Registration Number:	2865473	BOSTON'S THE GOURMET PIZZA RESTAURANT &
Registration Number:	2955801	MAMA MEATA
Registration Number:	2973711	PASTA TUESDAY
Registration Number:	3038094	BOSTON'S THE GOURMET PIZZA
Registration Number:	3038095	BOSTON'S THE GOURMET PIZZA
Registration Number:	3142865	MAMA MEATA
Registration Number:	3199317	MAMA MEATA
Registration Number:	4731809	BOSTON'S GOURMET BEVERAGES
Registration Number:	4927846	BP
Registration Number:	5174571	BOSTON'S THE GOURMET PIZZA
Registration Number:	5174590	BOSTON'S THE GOURMET PIZZA
Serial Number:	87342725	BP BOSTON'S THE GOURMET PIZZA RESTAURANT
Serial Number:	87342721	BP BOSTON'S THE GOURMET PIZZA RESTAURANT
Serial Number:	87309133	BP BOSTON'S THE GOURMET PIZZA
Serial Number:	87309131	BP BOSTON'S THE GOURMET PIZZA WE'LL MAKE
Serial Number:	87309129	BP BOSTON'S THE GOURMET PIZZA
Serial Number:	87309126	BP BOSTON'S THE GOURMET PIZZA WE'LL MAKE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87309121	WE'LL MAKE YOU A FAN.

CORRESPONDENCE DATA

Fax Number: 3036293450

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: (303) 629-3400

Email: docketing-dv@dorsey.com, kleiner.pamela@dorsey.com

Correspondent Name: Lisa A. Osman, Dorsey & Whitney LLP

Address Line 1: 1400 Wewatta Street, Suite 400

Address Line 2: IP Docketing

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	485877-00001
NAME OF SUBMITTER:	Jennifer D. Collins
SIGNATURE:	/Jennifer D. Collins/
DATE SIGNED:	10/17/2017

Total Attachments: 8

source=2017-09-24 - Assignment - BP_Treliving#page1.tif
source=2017-09-24 - Assignment - BP_Treliving#page2.tif
source=2017-09-24 - Assignment - BP_Treliving#page3.tif
source=2017-09-24 - Assignment - BP_Treliving#page4.tif
source=2017-09-24 - Assignment - BP_Treliving#page5.tif
source=2017-09-24 - Assignment - BP_Treliving#page6.tif
source=2017-09-24 - Assignment - BP_Treliving#page7.tif
source=2017-09-24 - Assignment - BP_Treliving#page8.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of the 24th day of September, 2017 at 7:00 P.M. Pacific Time BETWEEN **BP INTERNATIONAL RIGHTS HOLDINGS INC.**, a Canadian federal corporation having an address at 100 - 10760 Shellbridge Way, Richmond, British Columbia V6X 3H1 or 1200 - 200 Burrard Street, Vancouver, British Columbia V7X 1T2 (hereinafter called the "Assignor"), AND **TRELIVING PRIVATE INVESTMENTS LTD.**, a British Columbia company having an address at 100 - 10760 Shellbridge Way, Richmond, British Columbia V6X 3H1 (hereinafter called the "Assignee").

WHEREAS:

- A. Assignor is the owner of rights in the trademarks in Australia, China, European Community, Hong Kong, Japan, Mexico, Russia, Taiwan, the United States and Vietnam, as set forth in the Schedule of Trademarks annexed hereto and made part hereof (the trademarks, common law rights and trademark registrations hereinafter collectively referred to as the "Trademarks"); and
- B. Pursuant to a purchase agreement of even date and time between the Assignor and Assignee (the "Purchase Agreement"), Assignee has acquired all the right, title and interest of Assignor in and to the Trademarks, together with any goodwill of the business associated with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of \$1 and other good and valuable consideration including those as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns its entire right, title and interest in and to the Trademarks as they exist anywhere in the world and as may be created or acquired at any date in the future, along with the goodwill associated with the Trademarks and the portion of the business to which the Trademarks pertain, all the benefits of the Trademark registrations, all benefits to any use of the Trademarks, all common law rights related thereto, all rights of registration, renewal and extension, all priority rights or claims based on International Conventions, all rights to proceeds of the Trademarks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek and collect damages and all other available remedies and claim for damages, against third parties for past, present, or future infringement of the Trademarks.
2. To the best of Assignor's knowledge, this assignment will not infringe, impair or violate others' trademark rights in the territory of which the Trademark(s) has/have been registered, and in the event that any third parties claim or bring any legal proceedings against Assignee due to the assignment, Assignor or as agreed between the parties hereto, both Assignor and Assignee shall take all necessary actions to hold Assignee harmless from such claim or legal proceedings.
3. Assignor and Assignee hereby covenant and agree that in case a dispute arises with respect to this assignment, Assignor and Assignee shall in the first instance resolve such dispute through consultations. In the event that no settlement can be reached, the dispute shall be settled in such a manner as agreed by the parties hereto.



4. Assignor hereby authorizes Assignee to apply for the recordation of this Assignment independently, and further authorizes the officials of intellectual property offices of Australia, China, European Community, Hong Kong, Japan, Mexico, Russia, Taiwan, the United States and Vietnam whose duty it is to record the rights to the Trademarks as listed in the annexed Schedule of Trademarks as the property of Assignee.
5. Assignor agrees to execute such further documents as may be required to record and/or establish Assignee as the owner of the Trademarks, and all rights herein assigned.

This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by e-mail or otherwise) will be deemed to be an original, and all of which together will constitute the same document.

Assignor:

**BP INTERNATIONAL RIGHTS HOLDINGS
INC.**

By 
Authorized Signatory









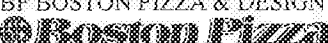
Assignee:

**TRELIVING PRIVATE INVESTMENTS
LTD.**

By 
Authorized Signatory









SCHEDULE OF TRADEMARKS

A. Registrations

Country	Trademark	Class	Registration Date	Registration No.
Australia	BOSTON'S THE GOURMET PIZZA	30, 32, 35, 39, 43	10-01-2006	1,093,814
Australia	BP BOSTON PIZZA & Design 	30, 32, 35, 39, 43	10-01-2006	1,093,815
Australia	BOSTON'S THE GOURMET PIZZA & Design 	30, 32, 35, 39, 43	18-05-2006	1,114,212
China	BP & Design 	30	14-04-1995	740089
China	BP & Design 	29	21-05-1995	746294
China	BP & Design 	42	28-01-1995	776876
China	BOSTON'S THE GOURMET PIZZA	42	14-03-1995	779461
European Community	BOSTON'S THE GOURMET PIZZA & DESIGN 	29, 30, 32	21-11-2007	005018106
European Community	BP BOSTON PIZZA & DESIGN 	29, 30, 32	23-04-2007	005115357
European Community	BOSTON'S THE GOURMET PIZZA	29, 30, 32, 35, 36, 43	10-04-2012	010382893
European Community	BOSTON'S THE GOURMET PIZZA & DESIGN 	35, 36, 43	29-03-2016	014817738
European Community	BP BOSTON PIZZA & DESIGN 	35, 36, 43	29-03-2016	014817753





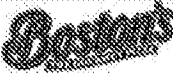






 3
TRADEMARK




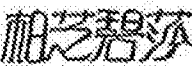

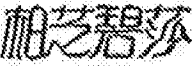


Country	Trademark	Class	Registration Date	Registration No.
Hong Kong	BP & DESIGN 	30, 42	16-06-1992	1994B04445AA
Japan	BP & DESIGN 	29, 30, 31	30-03-1988	2,035,218
Japan	BOSTON PIZZA 	30	28-02-1994	2622882
Japan	BP & Design 	42	31-07-1996	3174846
Japan	BP BOSTON PIZZA & Design 	42	04-07-1997	4023365
Mexico	BOSTON PIZZA	30	08-12-1993	448,394
Mexico	BOSTON'S THE GOURMET PIZZA	43	08-12-1993	448,395
Mexico	BOSTON'S THE GOURMET PIZZA	30	05-08-1993	448,396
Mexico	BOSTON'S THE GOURMET PIZZA	43	31-07-1997	555,460
Mexico	BOSTON'S THE GOURMET PIZZA & Design 	43	28-01-2005	866,178
Mexico	BOSTON'S GOURMET BEVERAGES	43	20-02-2012	1269349
Mexico	BP & DESIGN 	30	29-11-2012	1333970
Mexico	BOSTON PIZZA	43	14-12-2012	1338844
Mexico	BOSTON PIZZA QUICK EXPRESS	43	14-12-2012	1338845
Mexico	BOSTON PIZZA	30	29-11-2013	1416588
Mexico	BOSTON PIZZA QUICK EXPRESS	30	19-12-2013	1424517
Mexico	BP & DESIGN 	43	23-07-2015	1557264
Mexico	BOSTONS THE GOURMET PIZZA	32	08-06-2016	1644221




VAN01: 4842878: v3

Trademark Assignment Agreement between BIRH and Holdco






TRADEMARK
REEL: 006183 FRAME: 0620

Country	Trademark	Class	Registration Date	Registration No.
Mexico	BOSTONS THE GOURMET PIZZA & Design 	32	08-06-2016	1644222
Mexico	BOSTONS THE GOURMET PIZZA	29	02-08-2016	1660901
Mexico	BOSTONS THE GOURMET PIZZA & Design 	29	02-08-2016	1660902
Mexico	BOSTONS THE GOURMET PIZZA	35	14-02-2017	1720291
Mexico	BOSTONS THE GOURMET PIZZA & Design 	35	14-02-2017	1720292
Mexico	BOSTONS THE GOURMET PIZZA & Design 	30	15-02-2017	1721254
Mexico	BOSTONS THE GOURMET PIZZA	30	21-07-2017	1777384
Taiwan	BP & ASIAN CHARACTERS DESIGN  柏芝碧莎	7	01-12-1988	32845
Taiwan	BP & DESIGN 	12	01-05-1989	35605
Taiwan	BP'S LOUNGE	7	16-05-1989	35755
Taiwan	BP'S BISTRO	7	01-10-1989	39146
Taiwan	BP & ASIAN CHARACTERS DESIGN  柏芝碧莎	19	01-12-1988	421893
Taiwan	BP & ASIAN CHARACTERS DESIGN  柏芝碧莎	25	16-12-1988	423524
Taiwan	BP & ASIAN CHARACTERS DESIGN  柏芝碧莎	20	01-01-1989	425086

Country	Trademark	Class	Registration Date	Registration No.
Taiwan	BP & ASIAN CHARACTERS DESIGN 	27	16-01-1989	426671
Taiwan	BP & ASIAN CHARACTERS DESIGN 	28	16-01-1989	426719
Taiwan	BP & ASIAN CHARACTERS DESIGN 	24	16-02-1989	430764
Taiwan	ASIAN CHARACTERS DESIGN 	28	16-01-1991	511039
Taiwan	BP & BOSTON DESIGN 	24	16-03-1991	516768
Taiwan	ASIAN CHARACTERS DESIGN 	24	16-03-1991	516769
United States	BOSTON'S THE GOURMET PIZZA	30, 35	31-05-1994	1,838,006
United States	BOSTON'S THE GOURMET PIZZA & DESIGN 	35	26-03-2002	2,551,390
United States	BOSTON'S THE GOURMET PIZZA RESTAURANT & SPORTS BAR	43	20-07-2004	2,865,473
United States	MAMA MEATA	30	24-05-2005	2,955,801
United States	PASTA TUESDAY	43	19-07-2005	2,973,711
United States	BOSTON'S THE GOURMET PIZZA	43	03-01-2006	3,038,094
United States	BOSTON'S THE GOURMET PIZZA & Design 	43	03-01-2006	3,038,095
United States	MAMA MEATA	30	12-09-2006	3,142,865

Country	Trademark	Class	Registration Date	Registration No.
United States	MAMA MEATA	29	16-01-2007	3,199,317
United States	BOSTON'S GOURMET BEVERAGES	43	05-05-2015	4,731,809
United States	BP & DESIGN 	30, 35, 43	29-03-2016	4,927,846
United States	BOSTONS THE GOURMET PIZZA & DESIGN 	29, 30	04-04-2017	5,174,571
United States	BOSTONS THE GOURMET PIZZA	29, 30	04-04-2017	5,174,590
Vietnam	BP & DESIGN 	29, 30, 32, 35, 39, 43	30-06-2011	166696

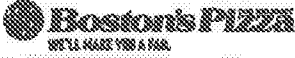
B. Applications

Country	Trademark	Class	Application Date	Application No.
Russia	BOSTON PIZZA	29, 30, 32, 35, 39, 43	28-10-2016	2016740505
United States	BP BOSTON'S THE GOURMET PIZZA RESTAURANT & SPORTS BAR & Design (Vertical) 	29, 30, 35, 39, 43	20-02-2017	87/342,725
United States	BP BOSTON'S THE GOURMET PIZZA RESTAURANT & SPORTS BAR & Design (Horizontal) 	29, 30, 35, 39, 43	20-02-2017	87/342,721
United States	BP BOSTON'S THE GOURMET PIZZA & Design (Vertical) 	29, 30, 35, 39, 43	20-01-2017	87/309,133
United States	BP BOSTON'S THE GOURMET PIZZA WE'LL MAKE YOU A FAN. & Design (Vertical) 	29, 30, 35, 39, 43	20-01-2017	87/309,131
United States	BP BOSTON'S THE GOURMET PIZZA & Design (Horizontal) 	29, 30, 35, 39, 43	20-01-2017	87/309,129

VAN01: 4842878: v3

Trademark Assignment Agreement between BIRH and Holdco

7
TRADEMARK
REEL: 006183 FRAME: 0623

Country	Trademark	Class	Application Date	Application No.
United States	BP BOSTON'S THE GOURMET PIZZA WE'LL MAKE YOU A FAN. & Design (Horizontal) 	29, 30, 35, 39, 43	20-01-2017	87/309,126
United States	WE'LL MAKE YOU A FAN	29, 30, 35, 39, 43	20-01-2017	87/309,121

VAN01: 4842878: v3

Trademark Assignment Agreement between BIRH and Holdco

RECORDED: 10/17/2017


TRADEMARK
 REEL: 006183 FRAME: 0624