

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457095

<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>
Margret V. Sapp		01/04/2018	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Panarama Incorporated d/b/a Atlanta Cheesecake Company		
<b>Street Address:</b>	1300 Shiloh Road		
<b>City:</b>	Kennesaw		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30144		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4160415	ATLANTA CHEESECAKE COMPANY	
<b>Registration Number:</b>	3371089	ATLANTA CHEESECAKE CAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	25372-4		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	01/06/2018		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of January 4, 2018 ("Effective Date") by and between Margret V. Sapp, Founder and CEO of Panarama Incorporated ("Assignor"), and Panarama Incorporated, d/b/a Atlanta Cheesecake Company, a Delaware corporation, with its principal office at 1300 Shiloh Road Kennesaw, Georgia 30144 ("Assignee").

**WHEREAS**, Assignor wishes to transfer and assign to Assignee, and Assignee wishes to acquire from Assignor and immediately thereafter wishes to transfer and assign to Atlanta Cheesecake Company LLC, the United States trademark registrations set forth on Schedule A attached hereto together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) the parties terminate (i) the License Agreement between Assignor and Assignee, effective November 11, 2004 and (ii) the License Agreement between Assignor and Assignee, effective February 8, 2008, with no liability accruing to either party as a result of such terminations, and (b) Assignor sells, assigns, transfers and sets over to Assignee her entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and 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, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

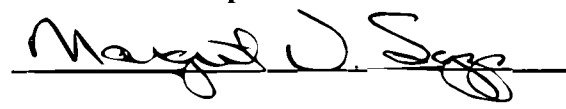
\* \* \* \* \*

Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**Margret V. Sapp**

A handwritten signature in cursive script, reading "Margret V. Sapp", written over a horizontal line.

**Panarama Incorporated**

A handwritten signature in cursive script, reading "Margret V. Sapp", written over a horizontal line.

Name: Margret V. Sapp

Title: President & Chief Executive Officer

[Signature Page to IP Assignment Agreement]

**TRADEMARK**  
**REEL: 006244 FRAME: 0556**

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
4,160,415	6/19/2012	Atlanta Cheesecake Company
3,371,089	1/15/2008	Atlanta Cheesecake Café