

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464419

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Stewarts Restaurants Incorporated | | 01/24/2014 | Corporation: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Jim LaGanke | | |
| Street Address: | 36 Ames Avenue | | |
| City: | Rutherford | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07070 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| Name: | Richard Rosen | | |
| Street Address: | 36 Ames Avenue | | |
| City: | Rutherford | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07070 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| Name: | Stewarts All American, LLC | | |
| Street Address: | 36 Ames Avenue | | |
| City: | Rutherford | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07070 | | |
| Entity Type: | Limited Liability Company: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0935505 | STEWART'S | |
| Registration Number: | 3784741 | STEWART'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7326796433 | | |
| <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> | | | |

OP \$65.00 0935505

Phone: 732-679-3777
Email: afarraj@lawppl.com
Correspondent Name: Aisha Farraj
Address Line 1: 131 White Oak Lane
Address Line 2: Powell & Roman, LLC
Address Line 4: Old Bridge, NEW JERSEY 08857

| | |
|---------------------------|--------------|
| NAME OF SUBMITTER: | Aisha Farraj |
|---------------------------|--------------|

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|-------------------|----------------|
| SIGNATURE: | /aisha farraj/ |
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| | |
|---------------------|------------|
| DATE SIGNED: | 03/06/2018 |
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of January 24, 2014, is made and entered into by and among STEWARTS RESTAURANTS INCORPORATED, a New Jersey corporation (the "Assignor"), and JIM LaGANKE, RICHARD ROSEN and STEWARTS ALL AMERICAN, LLC, individually (the "Assignee") (each a "Party", and collectively, the "Parties"). Unless otherwise defined herein, capitalized terms used in this Trademark Assignment shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

BACKGROUND:

The Assignor (and Stewarts Franchising Systems, LLC, collectively with the Assignor referred to herein as the "Seller") and the Assignee are parties to that certain Asset Purchase Agreement, dated as of January 17, 2014 ("Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell the Transferred Assets to the Assignee.

As a condition to the Closing, the Parties agreed to enter into this Trademark Assignment pursuant to which the Assignor will assign to the Assignee all of the Assignor's right, title and interest in, to and under all of the Assignor's registered and unregistered trademarks, including the registered trademarks and trademark applications listed on Schedule A attached hereto (collectively, the "Trademarks").

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of the Closing, assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Trademarks, together with the whole of the goodwill of the business pertaining thereto, with the same rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.
2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations to issue all registrations from any applications for registration of the Trademarks to the Assignee.
3. Further Assurances. The Assignor covenants and agrees that they will not execute any writing or do any act whatsoever conflicting with this Trademark Assignment, and that the Assignor will, upon the request of the Assignee, execute and deliver, or cause to be

executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, solely to act for and in their behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

4. Governing Law. This Trademark Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State and all disputes that may arise hereunder pursuant to the terms as set forth in the Asset Purchase Agreement.

5. Amendment; Waiver. None of the provisions of this Trademark Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Relation to the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, covenants and obligations contained in the Asset Purchase Agreement or the survival thereof.


7. Counterparts. This Trademark Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered by their respective duly authorized officers on the date first written above.

ASSIGNOR:

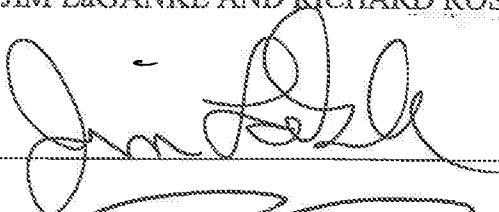
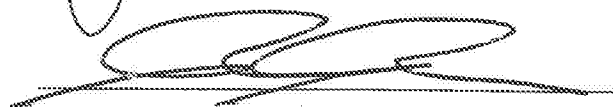
STEWART'S FRANCHISE SYSTEMS, LLC
A New Jersey Limited Liability Company

By: 
Name: Michael Fessler
Title: As President of Stewarts ~~Root Beer~~
Restaurants Incorporated the Sole Member

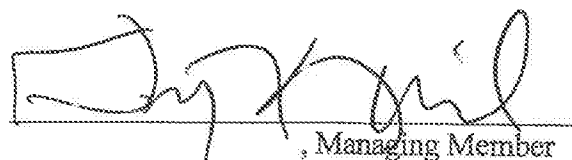
STEWART'S RESTAURANTS INCORPORATED
A New Jersey Corporation

By: 
Name: Michael Fessler
Title: President and Sole Shareholder

ASSIGNEE:
JIM LaGANKE AND RICHARD ROSEN

STEWARTS ALL AMERICAN, LLC
A New Jersey Limited Liability Company


, Managing Member

Schedule A

Trademarks

| <u>MARK</u> | <u>COUNTRY SERIAL No.</u> <u>REG. No.</u> | <u>GOODS AND SERVICES</u> <u>INTERNATIONAL CLASS(es)</u> | <u>STATUS</u> |
|-------------|---|---|--|
| STEWART'S® | United States Filed: 10/13/2009 SN: 77847267 RN: 3,784,741 | Franchising services, namely, technical assistance in the establishment and operation of franchised fixed location and trailer restaurants International Class 35 Basis: 1(a) First Use Date: 2009-10-02 First Use in Commerce Date: 2009-10-02 | REGISTERED 5/4/2010 |
| STEWART'S® | United States Filed: 10/14/1970 SN: 72373342 RN: 935,505 | Drive-in restaurant services International Class 42 Basis: 1(a) First Use Date: 1930-00-00 First Use in Commerce Date: 1930-00-00 | REGISTERED 6/6/1972 7/7/2011 TEE sent e-mail to M. Fessler re Notice of Acceptance of Renewal 6/24/2011 Notice of Acceptance of Renewal mailed 6/6/2011 Renewal filed |