

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bertucci's Restaurant Corp.		06/21/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bertucci's Restaurants, LLC		
Street Address:	4700 Millenia Blvd., Ste. 400		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32839		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4570589	2OVENS	
Registration Number:	4570596	2 OVENS	
Registration Number:	2994400	BERTUCCI'S	
Registration Number:	3181474	BERTUCCI'S	
Registration Number:	5007759	BERTUCCI'S	
Registration Number:	1624185	BERTUCCI'S BRICK OVEN PIZZERIA	
Registration Number:	3033939	BERTUCCI'S BRICK OVEN RISTORANTE	
Registration Number:	3998160	EVERYTHING IS BETTER BY THE BRICK OVEN	
Registration Number:	4803422	EXPECT A LITTLE MORE	
Registration Number:	4126995	THE FIRE INSIDE	
Registration Number:	4238370	THE FIRE INSIDE	
CORRESPONDENCE DATA			
Fax Number:	2123101895		
<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:	212-626-4242		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Lindsey E. Utrata		
Address Line 1:	452 Fifth Avenue		

CH \$290.00 4570589

Address Line 4:	New York, NEW YORK 10018
NAME OF SUBMITTER:	Lindsey E. Utrata
SIGNATURE:	/Lindsey E. Utrata/
DATE SIGNED:	07/10/2018
Total Attachments: 5 source=Project Brick - Trademark Assignment [EXECUTED]#page1.tif source=Project Brick - Trademark Assignment [EXECUTED]#page2.tif source=Project Brick - Trademark Assignment [EXECUTED]#page3.tif source=Project Brick - Trademark Assignment [EXECUTED]#page4.tif source=Project Brick - Trademark Assignment [EXECUTED]#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of June 21, 2018, by and between Bertucci’s Restaurant Corp., a Massachusetts corporation (“**Assignor**”), on the one hand, and Bertucci’s Restaurants, LLC, a Florida limited liability company (“**Assignee**”) and a wholly-owned subsidiary of Bertucci’s Holding, LLC, a Florida limited liability company (“**Holding**”), on the other hand. Assignor and Assignee will hereinafter be referred to as the “**Parties**”.

RECITALS

A. Assignor and Holding are parties to that certain Asset Purchase Agreement dated as of June 5, 2018 by and among the Bertucci’s Coporation, Bertucci’s Restaurant Corp., the other Sellers listed on Schedule A thereto and Holding (the “**Purchase Agreement**”). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer and assign to Holding or one of its Affiliates all of the Assignor’s respective right, title and interest in and to the Trademarks (whether or not registered) listed on Schedule I attached hereto (collectively, “**Assigned Trademarks**”).

C. Assignee and Assignor desire to enter into this Agreement to effectuate the transfer of the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to all (i) Assigned Trademarks, including all goodwill and common law rights therein, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including under all licenses, sublicenses, covenants not to sue, co-existence and similar agreements entered into in connection therewith, and (iii) all causes of action, damages and payments for past, present or future infringements, dilutions, misappropriations, or violations thereof.

2. Cooperation. Assignor agrees to execute and deliver such other documents and to take in a timely manner all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and correlative provisions of the Purchase Agreement, including preparing and transmitting the necessary documents and instructions to the registrars for each of the domain names included in the Assigned Trademarks, and executing and delivering any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and correlative provisions of the Purchase Agreement and its recordation or filing with any applicable Governmental Authority.

3. Conflicts. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, limit, diminish, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of Holding or Assignor under the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

4. Entire Agreement. This Agreement, together with the Purchase Agreement and the documents contemplated to be delivered at the closing thereof, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by Assignor and Assignee.

5. Binding Agreement. This Agreement binds and benefits the parties and their respective permitted successors and assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement, except to an Affiliate, without the written consent of the other Parties, which consent may be withheld in such party's sole and absolute discretion. Any assignment or attempted assignment in violation of the foregoing shall be null and void.

6. Governing Law. The laws of the State of Delaware (without reference to its principles of conflicts of law) shall govern this Agreement.

7. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8. Counterparts. This Agreement may be executed in one or more facsimile or PDF counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

9. Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

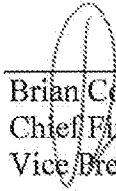
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IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered as of the date first above written.

ASSIGNOR:

BERTUCCI'S RESTAURANT CORP.

By:

Name:  Brian Connell
Title Chief Financial Officer and Senior
Vice President

Accepted and acknowledged:


ASSIGNEE:

BERTUCCI'S RESTAURANTS, LLC

By:

Name: Thomas Avallone

Title: Manager



[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006412 FRAME: 0163

SCHEDULE I

Trademarks

Trademark	Owner Name	Registration Number	Expiration Date
2 Ovens	Bertucci's Restaurant Corp.	4,570,589	7/22/2024
2 Ovens, plus design	Bertucci's Restaurant Corp.	4,570,596	7/22/2024
Bertucci's (43 Int.: Restaurant Services)	Bertucci's Restaurant Corp.	2,994,400	9/13/2025
Bertucci's (30 Int.: Pizza and Tomato Sauce)	Bertucci's Restaurant Corp.	3,181,474	12/05/2026
Bertucci's (43 Int.: Bar Services)	Bertucci's Restaurant Corp.	5,007,759	7/26/2026
Bertucci's Brick Oven Pizzeria	Bertucci's Restaurant Corp.	1,624,185	11/20/2020
Bertucci's Brick Oven Ristorante	Bertucci's Restaurant Corp.	3,033,939	12/27/2025
Everything is Better by the Brick Oven	Bertucci's Restaurant Corp.	3,998,160	7/19/2021
Expect a Little More	Bertucci's Restaurant Corp.	4,803,422	9/01/2025
The Fire Inside (43 Int.: Restaurant, Take-Out Restaurant, Catering and Bar Services)	Bertucci's Restaurant Corp.	4,126,995	4/10/2022
The Fire Inside (30 Int.: Pizza)	Bertucci's Restaurant Corp.	4,238,370	11/06/2022