

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499006

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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 |
| Matcal, Inc. | | 06/12/2018 | Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wings Over IP, Inc. | | |
| Street Address: | 115 Broadway, 7th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10006 | | |
| Entity Type: | Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87894423 | WINGS OVER | |
| Serial Number: | 87876140 | WINGS OVER | |
| Serial Number: | 87876163 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025858080 | | |
| <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: | 2025858000 | | |
| Email: | nptm@nixonpeabody.com | | |
| Correspondent Name: | Lauren J. Arnold, Nixon Peabody LLP | | |
| Address Line 1: | 799 9th Street, NW, Suite 500 | | |
| Address Line 4: | Washington, D.C. 20001 | | |
| ATTORNEY DOCKET NUMBER: | 083418-31 | | |
| NAME OF SUBMITTER: | Alexis P Grill | | |
| SIGNATURE: | /Alexis P. Grilli/ | | |
| DATE SIGNED: | 11/20/2018 | | |
| Total Attachments: 10 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into on June 12, 2018 (the "Effective Date") by and between **Matcal, Inc.**, a Delaware company, with an address of 115 Broadway, 7th Floor New York, NY 10006 ("Assignor"), on the one hand, and **Wings Over IP, Inc.**, a New York company, with an address of 115 Broadway, 7th Floor New York, NY 10006 ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in the trademarks and the trademark applications and/or registrations associated therewith that are listed in Exhibit A attached hereto and incorporated herein by reference, and the goodwill of the "WINGS OVER" business symbolized by the aforesaid trademarks (collectively, the "Marks" or the "Wings Over Brand");

WHEREAS, Assignor as the result of the expenditure of time, skill, effort, and money, developed a unique system relating to the establishment and operation of restaurants under the Wings Over Brand ("Wings Over Restaurants") offering for sale to the public food and beverage items, including but not limited to boneless chicken wings, bone in chicken wings, jumbo wings, St. Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, hamburgers, and other approved items, and the carry-out and delivery of such products (the "System");

WHEREAS, Assignor currently licenses the Marks in connection with the System to certain franchisees for their use in the operation of their Wings Over Restaurants;

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire Assignor's rights, title, and interest in the Marks, along with the goodwill associated therewith on the terms and conditions hereinafter provided; and

WHEREAS, Assignor and Assignee agree to subsequently enter into a trademark license agreement ("Trademark License Agreement") whereby Assignor is granted the right to use the Marks in connection with the System and the right to sublicense to third parties the use of the Marks as franchisees of the System ("Franchisees").

NOW THEREFORE, in consideration of the agreement set forth herein and other good and valuable consideration, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Marks, together with any goodwill attaching thereto.

2. With respect to all pending applications set forth in Exhibit A that were filed on the basis of intent-to-use (the "Pending Marks"), the Parties agree that upon acceptance by the United States Patent and Trademark Office (USPTO) of evidence of use of the respective marks, the Pending Marks are hereby assigned to Assignee. Until such time as the USPTO has accepted evidence of use of the Pending Marks, the Pending Marks shall remain in the name of Assignor and be directly licensed from Assignor to any Franchisees.

3. Assignor represents and warrants as follows:

- (i) Assignor is the owner of the Marks;
- (ii) Assignor has all right, title and interest in the Marks;

- (iii) there are no liens or security interests against the Marks;
- (iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (v) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

4. Assignor and Assignee acknowledge and agree that as a condition of Assignor's assignment of the Marks to Assignee, Assignor and Assignee shall enter into a Trademark License Agreement upon execution of this Agreement, granting Assignor the right to use and sublicense the right to use the Marks to Franchisees.

5. This Agreement represents the entire understanding between the Parties, and the terms of this Agreement supersede the terms of any prior or contemporaneous agreements or understandings, written or oral. This Agreement may not be amended except in writing signed by authorized representatives of the Parties.

6. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors, heirs, agents, representatives, shareholders, members, officers, directors, employees, permitted assigns, subsidiaries, parent companies, and predecessor or successor companies.

7. This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York, and the Assignor consents to the exclusive personal jurisdiction of the state and federal courts located in New York, New York, if there is any dispute between them.

8. If any term or provision hereof, or its application to person or circumstance, shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision hereof shall be valid and enforced to the fullest extent permitted by law.

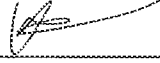
9. Failure by a party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.

10. This Agreement may be executed in counterparts, each of which is an original, true and correct version hereof but both of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Agreement.

MATCAL, INC. ("ASSIGNOR")

By:  _____

Name: Kevin Mok _____

Title: President _____

Date: 6/12/18 _____

WINGS OVER IP, INC. ("ASSIGNEE")

By:  _____


Name: Kevin Mok _____

Title: President _____

Date: 6/12/18 _____


EXHIBIT A




**U.S. Trademark Applications and Registrations—
The Marks and the Pending Marks**


| Mark/Name | App. No./ Reg. No. | Full Goods/Services | Owner Information | Status/Status Date |
|---|-----------------------------------|---|--|--|
| <u>AFTERBURNER</u> | RN: 2869682 SN: 78285564 | (Int'l Class: 30) barbecue sauce and hot sauce | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |
| <u>AIRCRAFT CARRIER</u> | SN: 87854803 | (Int'l Class: 29) chicken; ribs (cut of meat); french fries; onion rings; combination meal consisting primarily of chicken and ribs with onion rings, french fries and soft drinks | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - initialized April 2, 2018 |
| <u>C-5 GALAXY</u> | RN: 2869691 SN: 78285723 | (Int'l Class: 29) chicken | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |
|  | SN: 87876163 | (Int'l Class: 29) chicken; ribs; french fries; waffle fries; onion rings; combination meal consisting primarily of chicken and ribs with onion rings, french fries and soft drinks; coleslaw; sandwiches; chicken sandwiches; hamburger sandwiches; macaroni salad; wrap sandwiches; restaurant services | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - Initialized April 13, 2018 |

| Mark/Name | App. No./ Reg. No. | Full Goods/Services | Owner Information | Status/Status Date |
|------------------------------|-----------------------------------|---|--|--------------------------------|
| <u>CONCORDE</u> | RN: 2869683 SN: 78285581 | (Int'l Class: 29) chicken | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |
| <u>CRUISIN' ALTITUDE</u> | RN: 2877538 SN: 78285530 | (Int'l Class: 30) barbecue sauce and hot sauce | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 24, 2014 |
| <u>DC-10</u> | RN: 3023040 SN: 78378255 | (Int'l Class: 29) chicken | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed December 6, 2015 |
| <u>DC-3</u> | RN: 2628248 SN: 76355319 | (Int'l Class: 29) chicken | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed October 1, 2012 |
| <u>F-16</u> | RN: 2869690 SN: 78285715 | (Int'l Class: 29) chicken | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |

| Mark/Name | App. No./ Reg. No. | Full Goods/Services | Owner Information | Status/Status Date |
|-----------------------|-----------------------------------|---|--|--------------------------------|
| <u>HANGAR</u> | RN: 2642708 SN: 76355320 | (Int'l Class: 29) combination meal consisting primarily of chicken and ribs with onion rings, french fries and soft drinks | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed October 29, 2012 |
| <u>JET FUEL</u> | RN: 2869680 SN: 78285553 | (Int'l Class: 30) barbecue sauce and hot sauce | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |
| <u>PAPER AIRPLANE</u> | RN: 3122975 SN: 78578963 | (Int'l Class: 29) chicken | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 1, 2016 |
| <u>PUDDLE JUMPER</u> | RN: 2869689 SN: 78285667 | (Int'l Class: 29) chicken | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |
| <u>RED ALERT</u> | RN: 2869679 SN: 78285537 | (Int'l Class: 30) barbecue sauce and hot sauce | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |

| Mark/Name | App. No./ Reg. No. | Full Goods/Services | Owner Information | Status/Status Date |
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| <u>SKYMASTER</u> | SN: 87804705 | (Int'l Class: 29) chicken; fried chicken; chicken wings | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - Initialized February 24, 2018 |
| <u>STRATOCRUISER</u> | SN: 87804703 | (Int'l Class: 29) chicken; chicken fingers, fried chicken, and chicken wings | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - Initialized February 24, 2018 |
| <u>W and Design</u>  | SN: 87876171 | (Int'l Class: 29) chicken; ribs; french fries; waffle fries; onion rings; combination meal consisting primarily of chicken and ribs with onion rings, french fries and soft drinks; coleslaw (Int'l Class: 30) sandwiches; chicken sandwiches; hamburger sandwiches; macaroni salad; wrap sandwiches (Int'l Class: 43) restaurant services | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - Initialized April 17, 2018 |
| <u>WIMPY</u> | RN: 2869678 SN: 78285514 | (Int'l Class: 30) barbecue sauce and hot sauce | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |

| Mark/Name | App. No./ Reg. No. | Full Goods/Services | Owner Information | Status/Status Date |
|---|-----------------------------------|---|--|---|
| <u>WINGS and Design</u>  | SN: 87689539 | (Int'l Class: 29) chicken; ribs; french fries; waffle fries; onion rings; combination meal consisting primarily of chicken and ribs with onion rings, french fries and soft drinks; coleslaw (Int'l Class: 30) sandwiches; chicken sandwiches; hamburger sandwiches; macaroni salad; wrap sandwiches (Int'l Class: 43) restaurant services | Matca!, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - Priority Action Counted Mailed Principal Register - Sec. 2(F) March 6, 2018 |
| <u>WINGS and Design</u>  | RN: 2783684 SN: 76355318 | (Int'l Class: 43) restaurant services | Matca!, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed November 18, 2013 |
| <u>WINGS OVER</u> | SN: 87689499 | (Int'l Class: 29) chicken; ribs; french fries; waffle fries; onion rings; combination meal consisting primarily of chicken and ribs with onion rings, french fries and soft drinks; coleslaw (Int'l Class: 30) sandwiches; chicken sandwiches; hamburger sandwiches; macaroni salad; wrap sandwiches (Int'l Class: 43) restaurant services | Matca!, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - Priority Action Counted Mailed Principal Register - Sec. 2(F) March 6, 2018 |
| <u>WINGS OVER and Design</u>  | SN: 87876140 | (Int'l Class: 29) chicken; ribs; french fries; waffle fries; onion rings; combination meal consisting primarily of chicken and ribs with onion rings, french fries and soft drinks; coleslaw; sandwiches; chicken sandwiches; hamburger sandwiches; macaroni salad; wrap sandwiches; restaurant services | Matca!, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - Initialized April 17, 2018 |

| Mark/Name | App. No./ Reg. No. | Full Goods/Services | Owner Information | Status/Status Date |
|---|-----------------------------------|---|--|---|
| <u>WINGS OVER and Design</u>  | SN: 87894423 | (Int'l Class: 29) chicken; ribs; french fries; waffle fries; onion rings; combination meal consisting primarily of chicken and ribs with onion rings, french fries and soft drinks; coleslaw (Int'l Class: 30) sandwiches; chicken sandwiches; hamburger sandwiches; macaroni salad; wrap sandwiches (Int'l Class: 43) restaurant services | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Pending - Initialized May 1, 2018 |
| <u>WINGS OVER</u> | RN: 3065826 SN: 78584152 | (Int'l Class: 43) restaurant services | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed March 7, 2016 |
| <u>ZEPELIN</u> | RN: 2869687 SN: 78285658 | (Int'l Class: 29) chicken | Matcal, Inc. (NEW YORK CORP.) 115 Broadway, 7th Floor New York, New York 10006 United States of America | Renewed August 3, 2014 |

