

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTY Tiki Ming Enterprises, Inc.		01/22/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	MTY Franchising USA, Inc.		
Street Address:	9311 E VIA DE VENTURA		
City:	SCOTTSDALE		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4741565	EXTREME PITA EAT GOOD. FEEL GOOD.	
Registration Number:	3629914	FRESH TO THE EXTREME	
Registration Number:	3603153	INSPIRING HEALTHIER LIVING	
Registration Number:	2574081	EXTREME PITA	
Serial Number:	86667115	GINGER SUSHI BOUTIQUE	
Registration Number:	5650457	GINGER SUSHI BOUTIQUE	
Registration Number:	5650746	GINGER SUSHI BOUTIQUE	
Registration Number:	4226094	MUCHO BURRITO FRESH MEXICAN GRILL	
Registration Number:	4029527	MUCHO BURRITO	
Registration Number:	5132578	GENERAL THAI	
Registration Number:	5596179	SAME SAME BUT DIFFERENT	
Registration Number:	4623121	THAI EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	4803624816		
<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:	4803624800		
Email:	jmoody@kahalamgmt.com		
Correspondent Name:	Jenny Moody		

OP \$315.00 4741565

TRADEMARK

Address Line 1: 9311 E. Via de Ventura
Address Line 4: Scottsdale, ARIZONA 85258

NAME OF SUBMITTER: Jenny Moody

SIGNATURE: /Jenny Moody/

DATE SIGNED: 02/22/2019

Total Attachments: 4

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ASSIGNMENT AGREEMENT

This Assignment Agreement (“Assignment”) is made effective as of January 22, 2019 (“Effective Date”), by and between MTY TIKI MING ENTERPRISES, INC., a Canadian corporation (“ASSIGNOR”), and MTY FRANCHISING USA, INC., a Delaware corporation (“ASSIGNEE”).

WHEREAS, ASSIGNOR is the owner of the U.S. trademarks listed in “Exhibit A”, attached hereto and incorporated by reference herein, and all common law marks adopted and used by ASSIGNOR in the U.S. (individually and collectively, “Marks”), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR’s rights, title, and interest in and to the Marks and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE all of its right, title, and interest in and to the Marks, as well as ASSIGNOR’s right, title, and interest of every kind and character, including, without limitation, all federal, state, statutory and common law and other rights and all U.S. trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the Marks, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present, and future infringements or misappropriations of the Marks herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have duly executed and delivered this Assignment Agreement as of the day and year first above written.

ASSIGNOR:

MTY TIKI MING ENTERPRISES, INC., a Canadian corporation

By: 

Name: ERIC LEFEBVRE

Its: PRESIDENT

ASSIGNEE:

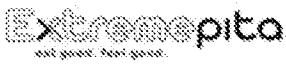
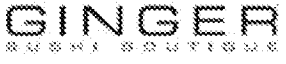

MTY FRANCHISING USA, INC. a Delaware corporation


By: 

Name: Jenny Meedy

Its: SVP & Deputy GC

**EXHIBIT A
Schedule of Trademarks**

Trademark	Application #	Registration #
	85869779	4741565
FRESH TO THE EXTREME	77469711	3629914
INSPIRING HEALTHIER LIVING	77168740	3603153
EXTREME PITA	75571544	2574081
GINGER SUSHI BOUTIQUE	86667115	
GINGER SUSHI BOUTIQUE	87579284	5650457
	87654341	5650746
	77983025	4226094
MUCHO BURRITO	77981397	4029527

GENERAL THAI	87061672	5132578
SAME SAME BUT DIFFERENT	87061693	5596179
	85207249	4623121