

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Peppino's Inc.		05/07/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PIF Restaurant Group, Inc.		
<b>Street Address:</b>	4 Hutton Centre Drive, Suite 750		
<b>City:</b>	Santa Ana		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92707		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1753420	PEPPINO'S ITALIAN FAMILY RESTAURANT	
<b>Registration Number:</b>	5169117	PEPPINO'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498556371		
<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>Phone:</b>	9498551246		
<b>Email:</b>	jweissberger@stetinalaw.com		
<b>Correspondent Name:</b>	Kit M. Stetina, Esq.		
<b>Address Line 1:</b>	75 Enterprise, Suite 250		
<b>Address Line 4:</b>	Aliso Viejo, CALIFORNIA 92656		
<b>NAME OF SUBMITTER:</b>	Kit M. Stetina		
<b>SIGNATURE:</b>	/kit m. stetina/		
<b>DATE SIGNED:</b>	05/16/2019		
<b>Total Attachments: 2</b>			
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source=BillOfSale#page2.tif			

CH \$65.00 1753420

BILL OF SALE

For good and valuable consideration, a credit bid in the sum of [REDACTED] (the "Purchase Price"), the allocation of the Purchase Price is as follows: [REDACTED] for goodwill; [REDACTED] for furniture, fixtures, and equipment (3 stores total at [REDACTED] per store); and [REDACTED] for all intellectual property including, but not limited to, trademarks, service marks, and intangibles, the receipt and sufficiency of which are hereby acknowledged by ABC Services Group, Inc., dba ABC Auction & Appraisal Services ("ABC Services"), in its capacity as Agent for secured creditor PIF Restaurant Group, Inc. as Assignee of EPCOA, LLC and Murray and Anne Pasternack ("Seller"), does hereby sell, transfer, assign, convey and deliver to PIF Restaurant Group, Inc ("Buyer"), all of Seller's right, title and interest in and to the following Collateral (collectively, the "Transferred Assets"):

The assets being sold are all assets of MRG Lake Forest, Inc., located at 21076 Bake Pkwy., Ste 104, Lake Forest, CA 92630, MRG Mission Viejo, Inc., located at 21076 Bake Pkwy., Ste 104, Lake Forest, CA 92630, Peppino's Foothill Ranch, Inc., located at 21076 Bake Pkwy., Ste 104, Lake Forest, CA 92630 and Peppino's, Inc., located at 21076 Bake Pkwy., Ste 104, Lake Forest, CA 92630 (collectively "Debtors") as described in the Notification of Disposition of Collateral and Public Sale Pursuant to California Uniform Commercial Code Section 9601 dated April 2, 2019.

Transferred Assets: The foregoing is described herein and in that certain Security Agreement executed by the Debtor, (hereinafter referred as the "Collateral") as follows:

- a. All accounts, and all chattel paper, instruments, deposit accounts, letter of credit rights, and general intangibles; all purchase orders, deposits and rights relating thereto; and all returned or repossessed goods which, on sale or lease, resulted in an account;
- b. All inventory;
- c. All equipment, machinery, furniture and fixtures;
- d. All accessions, attachments and other additions to the Collateral, and all tools, parts, machinery and equipment used in connection with the Collateral;
- e. All negotiable and non-negotiable documents of title covering the Collateral;
- f. All substitutes or replacements for any Collateral, all cash and non-cash proceeds (including insurance proceeds), products, rents and profits of the Collateral, and all income, benefits and property received on account of the Collateral and all supporting obligations covering any Collateral; and
- g. All books, records and data pertaining to any Collateral in any form, electronic or otherwise.

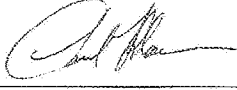
The assets are being sold "as-is" "where-is", without recourse, representation or warranty, whether expressed or implied. All sales are final.

Nothing contained in this Bill of Sale shall constitute a representation, warranty, covenant, written information, data, report or statement by Seller, ABC SERVICES or any of its agents, employees, representatives, attorneys, accountants or affiliates as to the condition of, or title to, the Transferred Assets. By accepting this Bill of Sale, Buyer confirms that it is not relying on any representation of ABC SERVICES or any of its agents, employees, representatives, attorneys, accountants or affiliates as to the condition of, or title to, the Transferred Assets, and that Buyer is purchasing the Transferred Assets in an "AS IS, WHERE IS" condition, based solely upon Buyer's own examination and evaluation of the Transferred Assets. All references to ABC SERVICES and Buyer shall be deemed to include their respective nominees, successors and/or assigns.

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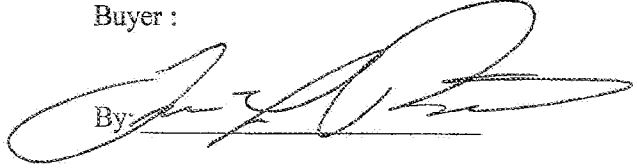
Dated: May 7, 2019

ABC Services Group, Inc.,  
Agent for Seller

By:   
\_\_\_\_\_  
Charles Klaus, President

ACCEPTED AND AGREED

Buyer :

By:   
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