

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CB Franchise Systems, LLC		01/02/2019	Limited Liability Company: CALIFORNIA
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: 11			
Property Type	Number	Word Mark	
Serial Number:	86257867	BUILTBURGER	
Serial Number:	85903423	B CUSTOM BURGERS	
Serial Number:	85904883	BUILT	
Serial Number:	85903420	BUILT BY THE COUNTER [CUSTOM BURGERS]	
Serial Number:	85755204	BUILT CUSTOM BURGERS	
Serial Number:	78936205	C	
Serial Number:	76595812	THE COUNTER	
Serial Number:	76595808	THE COUNTER	
Serial Number:	77366322	THE COUNTER CUSTOM BUILT BURGERS	
Serial Number:	77366314	THE COUNTER CUSTOM BUILT BURGERS	
Serial Number:	85927011	BUILT [CUSTOM BURGERS]	
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		
Address Line 1:	9311 E. Via de Ventura		

OP \$290.00 86257867

TRADEMARK

Address Line 4:	Scottsdale, ARIZONA 85258
NAME OF SUBMITTER:	Jenny Moody
SIGNATURE:	/Jenny Moody/
DATE SIGNED:	06/18/2019
Total Attachments: 4 source=190102_Assgmt CB to MTY(Fex)#page1.tif source=190102_Assgmt CB to MTY(Fex)#page2.tif source=190102_Assgmt CB to MTY(Fex)#page3.tif source=190102_Assgmt CB to MTY(Fex)#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made effective as of January 2, 2019 ("Effective Date"), by and between CB Franchise Systems LLC, a California limited liability company ("ASSIGNOR"), and MTY Franchising USA, Inc., a Delaware corporation ("ASSIGNEE").

Recitals

WHEREAS, ASSIGNOR is the sole and exclusive legal and beneficial owner of the trademark registrations and applications, including, without limitation, all renewals, extensions or common law rights therein, (individually and collectively, "Marks") as described in "Exhibit A," attached hereto and incorporated in this Assignment by reference, together with the goodwill of the business symbolized thereby in connection with the goods and services with 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 goodwill of the business symbolized thereby.

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the IP 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 throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign 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 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.

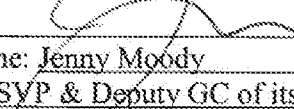
[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, each party, by and through its respective authorized representative, who each have full authority and consent, without further approval of any kind, to execute and bind his or her respective party to the obligations set forth in this Assignment, have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

CB Franchise Systems, LLC, a California limited liability company

By: 
Name: Jenny Moody
Its: SVP & Deputy GC of its ultimate member

ASSIGNEE:

MTY Franchising USA, Inc., a Delaware corporation

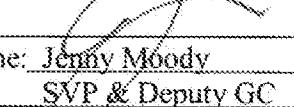


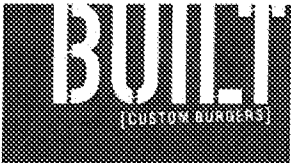


By: 
Name: Jenny Moody
Its: SVP & Deputy GC

EXHIBIT A
Schedule of U.S. Trademarks

Trademark	Application #	Registration #
BUILTBURGER	86257867	5375556
	85903423	4541948
BUILT	85904883	4612129
	85903420	4896981
	85927011	4677258
BUILT CUSTOM BURGERS	85755204	4677188

9

	78936205	3358018
<p>THE COUNTER</p>	76595812	3115678
<p>THE COUNTER</p>	76595808	3188472
<p>THE COUNTER</p>	77366322	3796163
<p>THE COUNTER </p>	77366314	3796162

2