

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PGHC Holdings, Inc.		02/11/2019	Corporation: DELAWARE
Papa Gino's Holdings Corp.		02/11/2019	Corporation: DELAWARE
Papa Gino's, Inc.		02/11/2019	Corporation: DELAWARE
Papa Gino's Franchising Corp.		02/11/2019	Corporation: DELAWARE
D'Angelo's Sandwich Shops, Inc.		02/11/2019	Corporation: DELAWARE
Papa Gino's/D'Angelo Card Services, Inc.		02/11/2019	Corporation: COLORADO
Progressive Food, Inc.		02/11/2019	Corporation: MASSACHUSETTS
D'Angelo Franchising Corporation		02/11/2019	Corporation: DELAWARE
Delops, Inc.		02/11/2019	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WC Purchaser LLC
<b>Street Address:</b>	600 Providence Highway
<b>City:</b>	Dedham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02026
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
<b>Serial Number:</b>	72445167	PAPA GINO'S
<b>Serial Number:</b>	73271772	PIZZA & MORE
<b>Serial Number:</b>	73807282	THE GREAT DIVIDE
<b>Serial Number:</b>	73807284	D'ANGELO SANDWICH SHOPS
<b>Serial Number:</b>	73820061	NUMBER 9 POKKET
<b>Serial Number:</b>	75506376	A PASSION FOR PIZZA
<b>Serial Number:</b>	78295262	D'ANGELO
<b>Serial Number:</b>	78721638	D'ANGELO EST. 1967
<b>Serial Number:</b>	77015496	D'ANGELO GRILLED SANDWICHES EST. 1967

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	77059369	PAPA GINO'S PIZZERIA
Serial Number:	77798427	D'ANGELO DELI
Serial Number:	85656081	STEAK NUMBER 9
Serial Number:	85656087	CHICKEN NUMBER 9
Serial Number:	86733031	AS GOOD AS PIZZA GETS

**CORRESPONDENCE DATA**

**Fax Number:** 3126095005

*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.*

**Phone:** 312-609-7798

**Email:** ablekhman@vedderprice.com

**Correspondent Name:** Aida Blekhman

**Address Line 1:** Vedder Price P.C.

**Address Line 2:** 222 North LaSalle Street, Suite 2500

**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	53040.07.0001 J. Burke
<b>NAME OF SUBMITTER:</b>	Aida Blekhman
<b>SIGNATURE:</b>	/Aida Blekhman/
<b>DATE SIGNED:</b>	10/09/2019

**Total Attachments: 12**

- source=PGHC Holdings - IP Assignment Agreement#page1.tif
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- source=PGHC Holdings - IP Assignment Agreement#page3.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”), effective February 11, 2019, is by and between WC Purchaser LLC, a Delaware limited liability company (“**Assignee**”), and PGHC Holdings, Inc., a Delaware corporation, Papa Gino’s Holdings Corp., a Delaware corporation, Papa Gino’s, Inc., a Delaware corporation, Papa Gino’s Franchising Corp., a Delaware corporation, D’Angelo’s Sandwich Shops, Inc., a Delaware corporation, Papa Gino’s/D’Angelo Card Services, Inc., a Colorado corporation, Progressive Food, Inc., a Massachusetts corporation, D’Angelo Franchising Corporation, a Delaware corporation and Delops, Inc., a Delaware corporation (collectively, “**Assignor**”). Assignor and Assignee may each be referred to herein as a “**Party**” or collectively as the “**Parties**.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in that certain Asset Purchase Agreement dated as of December 20, 2018 (the “**APA**”) by and among Assignor and Assignee, as amended by the Amended and Restated Purchase Agreement dated as of February 4, 2019 by and among Assignor, Assignee, WC DA Franchising LLC, a Delaware limited liability company, and WC PG Franchising LLC, a Delaware limited liability company (the “**Amended and Restated APA**” and, together with the APA, the “**Purchase Agreement**”).

RECITALS

**WHEREAS**, pursuant to the Purchase Agreement, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor’s right, title and interest in and to the Purchased Assets, as the same are described in the Purchase Agreement, free and clear of all Liens (other than Permitted Liens and the Assumed Liabilities) pursuant to Sections 105, 363 and 365 of the Bankruptcy Code; and

**WHEREAS**, Assignor wishes to assign and Assignee wishes to acquire all right, title, and interest that may exist in and to the Intellectual Property Rights including, but not limited to, all rights of any kind whatsoever of Assignor accruing under the foregoing provided by applicable law of any jurisdiction and otherwise throughout the world, any registrations and applications therefore, any renewals and extensions of registrations, any continuations, divisions, reissuances and re-examinations, all common law rights and any rights in foreign jurisdictions therein, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively the “**Transferred IP**”), and all the goodwill and proprietary rights associated therewith, throughout the world.

AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein and in the Purchase Agreement (and other agreements entered into in connection with the Purchase Agreement), the recitals (which are hereby incorporated) and covenants contained herein, and for

other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Assignment.**

1.1 Assignor hereby irrevocably sells, conveys, transfers and assigns all right, title, and interest in and to the Transferred IP, including, without limitation, the software programs set forth on Schedule A hereto, the domain names and URLs set forth on Schedule B hereto and the trademarks and trademark registrations set forth on Schedule C hereto, to Assignee.

1.2 Immediately following the assignment set forth herein, the Intellectual Property Rights are and shall be proprietary to Assignee and are to be owned exclusively by Assignee with neither Assignor, its Affiliates, nor any related Person of Assignor or its Affiliates, nor any successor to or anyone in privity with or under the control of Assignor or its Affiliates, retaining any rights in and to the same.

1.3 Assignor shall execute and furnish any and all documents Assignee may reasonably require to establish, complete, perfect, record, and/or enforce Assignee's ownership of the Intellectual Property Rights throughout the world as Assignee reasonably deems necessary within ten (10) calendar days of receipt of a written request from Assignee to do so. Assignor shall cooperate with Assignee by executing any and all papers, providing affidavits, giving testimony, and doing any and all acts which Assignee may reasonably determine necessary to carry out the intent of this Agreement and to enforce Assignee's rights against third parties.

2. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants and agreements relating to the Transferred IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

3. **General Provisions.**

3.1 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.2 **Governing Law.** This Agreement and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Bankruptcy Code, and to the extent not inconsistent with the Bankruptcy Code, the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.

3.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*Signature Page to Intellectual Property Assignment Agreement*

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

Assignee:

**WC Purchaser LLC**

By: 

Name: Duncan Bourne

Title: Vice President

Assignor:

**PGHC Holdings, Inc.**

By: \_\_\_\_\_

Name: Corey D. Wendland

Title: Chief Financial Officer

**Papa Gino's Holdings Corp.**

By: \_\_\_\_\_

Name: Corey D. Wendland

Title: Chief Financial Officer

**Papa Gino's, Inc.**

By: \_\_\_\_\_

Name: Corey D. Wendland

Title: Chief Financial Officer

**Papa Gino's Franchising Corp.**

By: \_\_\_\_\_

Name: Corey D. Wendland

Title: Chief Financial Officer

*Signature Page to Intellectual Property Assignment Agreement*

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

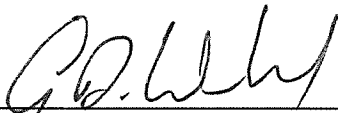
Assignee: **WC Purchaser LLC**

By: \_\_\_\_\_

Name: Duncan Bourne

Title: Vice President

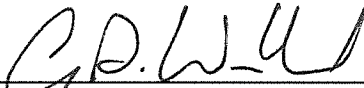
Assignor: **PGHC Holdings, Inc.**

By: 

Name: Corey D. Wendland

Title: Chief Financial Officer

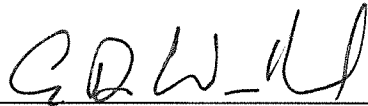
**Papa Gino's Holdings Corp.**

By: 

Name: Corey D. Wendland

Title: Chief Financial Officer


**Papa Gino's, Inc.**

By: 

Name: Corey D. Wendland

Title: Chief Financial Officer

**Papa Gino's Franchising Corp.**

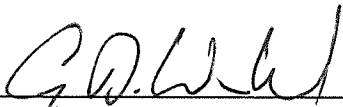
By: 

Name: Corey D. Wendland

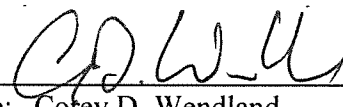
Title: Chief Financial Officer

*Signature Page to Intellectual Property Assignment Agreement*

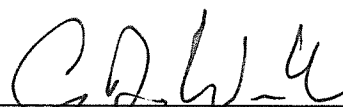
**D'Angelo's Sandwich Shops, Inc.**

By:   
Name: Corey D. Wendland  
Title: Chief Financial Officer

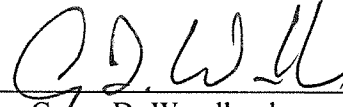
**Papa Gino's/D'Angelo Card Services, Inc.**

By:   
Name: Corey D. Wendland  
Title: Chief Financial Officer

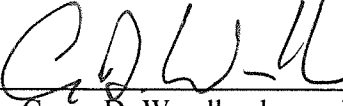
**Progressive Food, Inc.**

By:   
Name: Corey D. Wendland  
Title: Chief Financial Officer

**D'Angelo Franchising Corporation**

By:   
Name: Corey D. Wendland  
Title: Chief Financial Officer

**Delops, Inc.**

By:   
Name: Corey D. Wendland  
Title: Chief Financial Officer

**Schedule A**

**Software:**

See Schedule 2.1(g)



**Schedule B**

**Domain Names:**

See Schedule 2.1(g)

**Schedule C**

**Trademarks:**

See Schedule 2.1(g)

Schedule 2.1(g) Intellectual Property Rights

USPTO		Trademark List (By Trademark)			Filing: August 15, 2017	
Trademark	Class/Matter	Application No.	Registration No.	Status		
	Country	Filing Date	Registration Date			
A PASSION FOR PIZZA	222184-00029 United States of America	75/509376 22-Feb-1998	66-761-1998	Registered		
Owner: Papa John's, Inc.					FARACK	
Goods: 43 Int.					Restaurant services.	
AS GOOD AS PIZZA GETS	222184-00028 United States of America	86/713031 21-Aug-2015	4927446 29-Mar-2016	Registered		
Owner: D'Angelo's Sandwich Shops, Inc.					D'ANGELO O	
Goods: 43 Int.					Restaurant services	
CHICKEN NUMBERS 9	222184-00028 United States of America	85/616087 19-Jan-2012	4318025 06-Apr-2013	Registered		
Owner: D'Angelo's Sandwich Shops, Inc.					D'ANGELO O	
Goods: 30 Int.					Sandwiches for consumption on or off the premises	
D'ANGELO	222184-00028 United States of America	78/027282 03-Sep-2003	2985619 16-Aug-2005	Registered		
Owner: D'Angelo's Sandwich Shops, Inc.					D'ANGELO O	
Goods: 43 Int.					Restaurant services	
D'ANGELO DELL	222184-00028 United States of America	77/798427 06-Aug-2009	3923878 22-Feb-2011	Registered		
Owner: D'Angelo's Sandwich Shops, Inc.					D'ANGELO O	
Goods: 43 Int.					Restaurant services	

Trademark	Client-Master Country	Application No. Filing Date	Registration No. Registration Date	Status
D'ANGELO EST. 1987 Logo	222184-000028 United States of America	78/721338 27-Sep-2005	7167987 07-Nov-2006	Registered
Owner: D'Angelo's Sandwich Shops, Inc.			D'ANGELO ®	
Goods: All Int. Restaurant services				



D'ANGELO GRILLED SANDWICHES AND DESIGN	222184-000028 Miscellaneous		67633 14-Oct-2006	Registered
Owner: D'Angelo's Sandwich Shops, Inc.			D'ANGELO ®	
Goods: NA Int. Class 43 Int. Restaurant services				

D'ANGELO GRILLED SANDWICHES AND DESIGN	222184-000028 United States of America	77/015498 06-Oct-2005	7135729 23-Oct-2007	Registered
Owner: D'Angelo's Sandwich Shops, Inc.			D'ANGELO ®	
Goods: All Int. Restaurant services				



Trademark List (by Trademark)

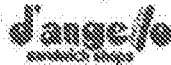
Trademark	Client/Matter Country	Application No. Filing Date	Registration No. Registration Date	Status
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D'ANGELO GRILLED SANDWICHES EST. 1967 & Design	212184-080028 Canada	1395997 14-May-2008	TMA753278 18-Nov-2008	Registered
	Owner: D'Angelo's Sandwich Shops, Inc.  Canada: NA Int. Class: 43 Int. Restaurant services		D'ANGELO O	



D'ANGELO SANDWICH SHOPS and Designs	212184-080028 United States of America	73807284 17-Jun-1989	1677777 28-Jan-1992	Registered
	Owner: D'Angelo's Sandwich Shops, Inc.  Canada: 42 Int. Restaurant services		D'ANGELO O	



NUMBER 9 POKKHI	212184-080028 United States of America	73820001 13-Aug-1989	1811434 28-Aug-1990	Registered
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Trademark	Client-Matter Country	Application No. Filing Date	Registration No. Registration Date	Status
<u>Owner:</u> D'Angelo's Sandwich Shops, Inc.  <u>Goods:</u> 39 Int. Sandwiches for consumption on or off the premises		D'ANGEL O		

PAPA GINO'S	221184-06029 United States of America	73945107 05-Jul-1973	PAPAGI	1131777 13-May-1990 Registered
<u>Owner:</u> Papa Gino's, Inc. <u>Goods:</u> 29 Int. Prepared pizza for sale at retail in restaurants 43 Int. Restaurant services				

PAPA GINO'S PIZZERIA AND DESIGN	221184-06029 United States of America	73945108 07-Dec-2000	PAPAGI	2360362 15-Sep-2007 Registered
<u>Owner:</u> Papa Gino's, Inc. <u>Goods:</u> 43 Int. Restaurant services				



PIZZA R MORE	221184-06029 United States of America	73971772 15-Jul-1988	PAPAGI	1204948 18-Aug-1992 Registered
<u>Owner:</u> Papa Gino's, Inc. <u>Goods:</u> 42 Int. Restaurant services				

STEAK NUMBER 9	221184-06029	85476087		4318028 Registered
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Trademark	Client-Matter Country	Application No. Filing Date	Registration No. Registration Date	Status
<u>Owner:</u> D'Angelo's Sandwich Shops, Inc.  <u>Goods:</u> 30 Int. Sandwiches for consumption on or off the premises	United States of America	19-Jun-2012	D'ANGEL O	09-Apr-2013

THE GREAT DIVINE	221184-06028 United States of America	73987287 19-Jun-1989	D'ANGEL O	1581815 06-Feb-1999 Registered
<u>Owner:</u> D'Angelo's Sandwich Shops, Inc.  <u>Goods:</u> 34 Int. Sandwiches for consumption on or off the premises				