

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545799

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Quizno's Master LLC		10/18/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tastes Mercantile Denver, LLC		
<b>Street Address:</b>	235 E. 3rd Avenue		
<b>Internal Address:</b>	Suite 207		
<b>City:</b>	San Mateo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94401		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2945032	CHEF JIMMY'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9257467776		
<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>	(925) 746-7770		
<b>Email:</b>	trademarks@donahue.com		
<b>Correspondent Name:</b>	Kathrin R. Dimas		
<b>Address Line 1:</b>	1646 N. California Boulevard		
<b>Address Line 2:</b>	Suite 250		
<b>Address Line 4:</b>	Walnut Creek, CALIFORNIA 94596		
<b>NAME OF SUBMITTER:</b>	Kathrin R. Dimas		
<b>SIGNATURE:</b>	/Kathrin R. Dimas/		
<b>DATE SIGNED:</b>	10/18/2019		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated effective as of October 18, 2019 (the "Effective Date"), is made by and between **The Quizno's Master LLC**, a Delaware limited liability company ("Assignor"), with its principal place of business located at PO Box 6340, Denver, CO 80206, and **Tastes Mercantile Denver, LLC**, a Colorado limited liability company ("Assignee"), with its principal place of business located 235 E. 3<sup>rd</sup> Avenue, Suite 207, San Mateo, California 94401, the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement between Assignor, Quiz-DIA LLC, QCE Finance LLC, and Assignee, dated as of August 14, 2019 (the "Asset Purchase Agreement").

WHEREAS, Assignor is the owner of the trademark "CHEF JIMMY'S", U.S. Registration Number 2945032 (the "Trademark").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has assigned and transferred to Assignee, among other assets, certain intellectual property of Assignor, including the Trademark, and has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of its right, title, and interest, including common law and registered rights of, in, and to the Trademark together with the goodwill of the Business (as defined in the Asset Purchase Agreement) associated with the Trademark.

2. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto and thereto, to the extent signed and delivered by means of email or other electronic transmission, shall be treated in all manner and respects and

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Assignment of U.S. Registration Number 2945032

from

**The Quizno's Master LLC**

to

**Tastes Mercantile Denver, LLC**

**TRADEMARK**

**REEL: 006774 FRAME: 0784**

for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

4. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Colorado (without reference to any choice of law rules that would require the application of the laws of any other jurisdiction).

*[Remainder of page intentionally left blank.]*

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Assignment of U.S. Registration Number 2945032  
from  
**The Quizno's Master LLC**  
to  
**Tastes Mercantile Denver, LLC**

**TRADEMARK**  
**REEL: 006774 FRAME: 0785**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement effective as of the Effective Date.

Assignor:

**The Quizno's Master LLC**  
a Delaware limited liability company

By: Christina Maxwell

Name: Christina Maxwell  
Title: CEO, President & CFO

Date: October 18, 2019

Assignee:

**Tastes Mercantile Denver, LLC**  
a Colorado limited liability company

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

Name:  
Title:

Date: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement effective as of the Effective Date.

Assignor:

**The Quizno's Master LLC**  
a Delaware limited liability company

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

Name:

Title:

Date: \_\_\_\_\_

Assignee:

**Tastes Mercantile Denver, LLC**  
a Colorado limited liability company

By: Michael Levine

Name: Michael Levine

Title: CEO

Date: October 18, 2019