

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550137

<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>
Andy's Frozen Custard, Inc.		11/04/2009	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Andy's Frozen Custard Franchising, LLC		
<b>Street Address:</b>	211 E. Water Street		
<b>City:</b>	Springfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	65806		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3097085	ANDY'S	
<b>Registration Number:</b>	2774370	ANDY'S FROZEN CUSTARD	
<b>Registration Number:</b>	3183122	ANDY'S FROZEN CUSTARD	
<b>Registration Number:</b>	3221564	ANDY'S FROZEN CUSTARD	
<b>Registration Number:</b>	3221566	ANDY'S FROZEN CUSTARD	
<b>Registration Number:</b>	3221563	ANDY'S FROZEN CUSTARD	
<b>Registration Number:</b>	2986898	CHOC-O-ROCKO	
<b>Registration Number:</b>	2903010	COOKIE CASANOVA	
<b>Registration Number:</b>	2679514		
<b>Registration Number:</b>	2914966	JACKHAMMER	
<b>Registration Number:</b>	4004780	REAL FROZEN CUSTARD MADE FRESH EVERY HOU	
<b>Registration Number:</b>	2899215	SNOWMONSTER	
<b>Registration Number:</b>	3274632	WORDS CAN'T DESCRIBE IT APPLE PIE SUNDAE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8169838080		
<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>	816-983-8000		
<b>Email:</b>	pto-kc@huschblackwell.com		

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**Correspondent Name:** HUSCH BLACKWELL LLP  
**Address Line 1:** 4801 Main Street, Suite 1000  
**Address Line 4:** Kansas City, MISSOURI 64112

**ATTORNEY DOCKET NUMBER:** 55594.105611

**NAME OF SUBMITTER:** Christina Ostorga

**SIGNATURE:** /Christina Ostorga/

**DATE SIGNED:** 11/20/2019

**Total Attachments: 2**

source=Executed\_Trademark\_Assignment\_Agreement\_from\_Andy\_s\_Frozen\_Custard\_\_Inc\_\_to\_Andy\_s\_Frozen\_Custa

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of November 4, 2009 by and between Andy's Frozen Custard, Inc., a Missouri corporation ("Assignor"), and Andy's Frozen Custard Franchising, LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and registrations listed on Exhibit A (collectively, the "Trademark Rights") attached hereto and made a part hereof;

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the use of the Trademarks and the Trademark Rights, subject to the terms and conditions hereof; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Trademarks and Trademark Rights, and the related registrations.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including consideration previously transferred, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignees agree as follows:

1. For the consideration of \$10.00, and other considerations, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title, and interest in and to the Trademarks and Trademark Rights, including all goodwill associated therewith and the right to recover for past infringement, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization.
2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademarks and Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

ASSIGNOR:

Andy's Frozen Custard, Inc.  
a Missouri corporation

By: [Signature]  
Name: Andy Kurtz  
Title: President

ASSIGNEE:

Andy's Frozen Custard Franchising, LLC  
a Missouri limited liability company

By: [Signature]  
Name: Andy Kurtz  
Title: MANAGER

EXHIBIT A

U.S. Trademarks

Mark	CNTRY	Application #	File Date	Reg Date	Registration #
ANDY'S	US	76/589,587	04/30/2004	05/30/2006	3,097,085
ANDY'S FROZEN CUSTARD	US	76/029,314	04/19/2000	10/21/2003	2,774,370
ANDY'S FROZEN CUSTARD & Design	US	78/698,208	08/23/2005	12/12/2006	3,183,122
ANDY'S FROZEN CUSTARD & Design	US	78/699,016	08/24/2005	03/27/2007	3,221,564
ANDY'S FROZEN CUSTARD & Design	US	78/699,577	08/24/2005	03/27/2007	3,221,566
ANDY'S FROZEN CUSTARD & Design	US	78/699,015	08/24/2005	03/27/2007	3,221,563
CHOC-O-ROCKO	US	76/558,627	11/10/2003	08/23/2005	2,986,898
COOKIE CASANOVA	US	76/557,565	11/06/2003	11/16/2004	2,903,010
DESIGN (Ice Cream Cone Sign)	US	76/029,312	04/19/2000	01/28/2003	2,679,514
JACKHAMMER	US	76/532,868	11/27/2013	12/28/2004	2,914,966
REAL FROZEN CUSTARD MADE FRESH EVERY HOUR REALLY & Design	US	85/044,013	5/20/2010	08/02/2011	4,004,780
SNOWMONSTER	US	76/558,626	11/10/2003	11/02/2004	2,899,215
WORDS CAN'T DESCRIBE IT APPLE PIE SUNDAE	US	78/821,092	02/22/2006	08/07/2007	3,274,632