

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rita Restaurant Corp		02/27/2020	Corporation:
RECEIVING PARTY DATA			
Name:	JestAFormality, LLC		
Street Address:	700 Pawnee Avenue		
Internal Address:	POBox 39		
City:	Pawnee Rock		
State/Country:	KANSAS		
Postal Code:	67567		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2147501	PRAIRIE FIRE	
CORRESPONDENCE DATA			
Fax Number:	n/a		
<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:	8589229565		
Email:	info@jestaformality.com		
Correspondent Name:	Eric Woodside		
Address Line 1:	811 Grant Street #414		
Address Line 4:	Great Bend, KANSAS 67530		
NAME OF SUBMITTER:	Eric S Woodside		
SIGNATURE:	/Eric S Woodside/		
DATE SIGNED:	03/13/2020		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This agreement is made on Thursday, 27th day February, 2020, by and between: Rita Restaurant Corp., a corporation organized and existing under the laws of the State of Delaware, with its offices at 120 Chula Vista, Hollywood Park, TX ("Rita"); and JestAFormality, LLC, a limited liability company organized and existing under the laws of the State of Kansas, with its correspondence address at 700 Pawnee Avenue, P O Box 39, Pawnee Rock, Kansas, 67567 ("JAF") (the "Agreement").

WHEREAS, Rita is the common law proprietor and beneficial owner of a certain trademark throughout the world, details of which are set out in Schedule I hereto (hereinafter referred to as the "Trademark"), and has made registration for the Trademark in the United States, details of which are set forth in Schedule I hereto (hereinafter referred to as the "Trademark Registration"); and

WHEREAS, Rita has agreed with JAF that, for the consideration hereinafter appearing, and subject always to the terms and conditions hereof, Rita shall assign to JAF all rights in and relating to the Trademark and Trademark Registration throughout the world.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements described herein, the parties agree as follows:

Article 1. Assignment of Rights. Based on and subject to the terms and conditions set forth in this Agreement and subject to the satisfaction of the consideration set forth in Article 2 below, Rita hereby sells, assigns and transfers to JAF and JAF hereby agrees to purchase from Rita:

1.1 all the property, right, title and interest in and to the Trademark and Trademark Registration including all common law rights connected therein together with the goodwill associated with the Trademark and Trademark Registration;

1.2 all rights, both at law and in equity, to maintain and enforce any rights subsisting in the Trademark and Trademark Registration, including, but not being limited to, commencing and maintaining legal proceedings for passing off or infringement of Trademark or any such similar proceedings in respect of the Trademark and the Trademark Registration.

Article 2. Consideration and Fees. The consideration to be paid by JAF to Rita for the assignment of the Trademark shall be Two Thousand Dollars (\$2,000.00) (the "Consideration"). JAF shall bear all fees related to the assignment of the Trademark including but not limited to application fees and attorney's fees.

Article 3. Execution. To effect the assignment of the Trademark and the Trademark Registration, the parties shall execute and have notarized the Trademark Assignment (the "Assignment"), substantially in the form attached hereto as Appendix A. As between the parties, the assignment shall be effective from the date of execution (the "Effective Date"). As of the date of such assignment, it shall become the obligation of JAF, as its sole cost and expense, to maintain the Registration and Rita shall have no further obligation with respect to such

Registration except to provide pertinent information and to sign all lawful documents and provide evidence within the knowledge and control of Rita.

Article 4. Delivery. JAF shall deliver the Consideration to Rita within three (3) days upon full execution of this Agreement.

Article 5. Rita Representation and Warranty. Rita represents and warrants to JAF that:

5.1 It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. It has the full legal right, power and authority required to enter into this Agreement and to perform fully its obligations hereunder.

5.2 No license, assignment or legal or equitable charge has been granted or made in respect of the Trademark, Trademark Registration or any interest therein.

5.3 To the best of its knowledge and belief, Rita is not aware of any infringement of the trademark or any other intellectual property rights of any third party by use of the Trademark nor is Rita aware of any third party rights that would hinder JAF's use of the Trademark.

5.4 At the date hereof the Trademark Registration is subsisting and active, and that, to the best of its knowledge and belief, nothing has been done nor has any event occurred whereby the Trademark Registration may be declared void or invalidated.

5.5 Schedule II contains a complete and accurate list of all the countries in which it has filed or made applications for the registration or obtained registrations of the Trademark.

5.6 It has the right of proprietorship in the Trademark and the Trademark Registration, and that up to the date hereof it is not aware of any claim which has been made which may affect the Trademark or the Trademark Registration.

5.7 It has not granted any registered user or license agreement in respect of the Trademark or the Trademark Registration and should it at any future date discover any such registered user or license agreement, it undertakes to terminate such agreement or agreements as soon as is possible and to disclose the same in writing to JAF as soon as is possible.

5.8 It shall not at any time hereafter use the Trademark or any other mark so resembling the Trademark as to be likely to deceive or cause confusion.

Article 6. JAF Representation and Warranty. JAF represents and warrants to Rita that:

6.1 It is a business duly organized, validly existing and in good standing under the laws of the State of Kansas.

6.2 It has the full legal right, power and authority required to enter into this Agreement and to perform fully its obligations hereunder.

Article 7. Procurement. Rita hereby agrees to take all actions and to sign and execute any documents, forms or authorization in form or forms to be specified by JAF that may be reasonably required for procuring the assignment, and absolute vesting of all right, title and interest in the Trademark and Trademark Registration, recording or registering the transfer of rights in or to, or which may arise in respect of any of the Trademark or the Trademark Registration hereby assigned. If Rita defaults in signing and/or executing the same, Rita hereby appoints JAF or its nominee as the true and lawful attorney of Rita solely for this purpose, which appointment is irrevocable and coupled with an interest.

Article 8. Notice. Notices or other communications required to be given by any party pursuant to this Agreement shall be delivered in person or sent in letter form, or by facsimile, email, or similar telecommunications equipment to the address of the other party set forth below or to such other addresses as may from time to time be designated by the other party through notification to such party. Any such notice shall be deemed given when so delivered ten (10) days after the date of deposit in the mail or, if delivered by facsimile or similar telecommunications equipment, at the time of receipt thereof.

JestAFormality, LLC
Attention: Eric Woodside
700 Pawnee Avenue
P O Box 39
Pawnee Rock, KS 67567
info@jestaformality.com

Rita Restaurant Corp.
120 Chula Vista,
Hollywood Park, TX 78232 P O

Article 9. Counterparts. This Agreement may be executed in counterparts, which counterparts, when taken together, shall constitute a valid and binding agreement.

Article 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of Kansas and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

Article 11. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by each party hereto.

Article 12. No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

Article 13. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable

manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

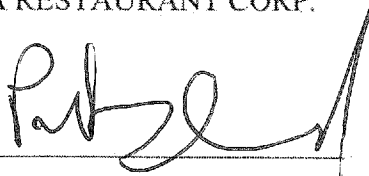
Article 14. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Article 15. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties will have called this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

RITA RESTAURANT CORP.

By: _____



Name: *Peter Danbavand*

Title: *Vice President*

JESTAFORMALITY, LLC

By: _____



Name: Emiddio T. De Tello

Title: Managing Partner

TRADEMARK

REEL: 006891 FRAME: 0141

Appendix
TRADEMARK ASSIGNMENT

WHEREAS, Rita Restaurant Corp., a corporation organized and existing under the laws of the State of Delaware, with its offices at 120 Chula Vista, Hollywood Park, TX 78232, hereinafter referred to as "Assignor," has adopted and is the owner of the trademark set forth on Schedule I hereto in connection with the goods or services described therein (the "Mark"), together with the goodwill of the business in connection with which the Mark has been used (the "Goodwill"), and the trademark registration with the United States Patent and Trademark Office set forth on Schedule I (the "Registration"); and

WHEREAS, JestAFormality, LLC, a limited liability company organized and existing under the laws of the State of Kansas, with its correspondence address at 700 Pawnee Ave., Pawnee Rock, Kansas, 67567, hereinafter referred to as "Assignee," and

WHEREAS, Assignor has agreed to sell and Assignee has agreed to purchase Assignor's interest in the Mark, together with the Goodwill and the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell and has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto Assignee and its successors and assigns Assignor's entire right, title and interest in and to the Mark, the Goodwill and the Registration, and any related intellectual property rights related thereto, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Mark and the term of any registration issued based upon the Registration, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.

Assignor covenants that Assignor is the owner of the Mark and the holder of record title to the Registration, that Assignor has full power to make this Assignment and that Assignor agrees to execute such further assignments and related documents with respect to the Mark, the Goodwill and the Registration as Assignee shall reasonably request.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officer thereunto duly authorized, the 2 day of March 2020.

By: 

Name: Peter Danbarand

Title: Via President

Schedule I

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Trademark Classes
<u>United States</u> PRAIRE FIRE	Reg. No. 2,147,501	Mar. 31, 1998	29

[Identification of services/goods: food products, namely, dips]

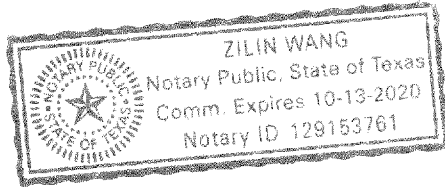
Schedule II

LIST OF COUNTRIES

1. United States of America

STATE OF Texas)
COUNTY OF Bexar)

On this 2nd day of March, 2020, before me personally appeared Peter Dornwald, to me known to be the person who signed the foregoing instrument and who being duly sworn by me depose and state that [he, ~~she~~] is the Vice President of Rita Restaurant Corp.; [he, ~~she~~] signed the instrument in the name of Rita Restaurant Corp.; and [he, ~~she~~] had the authority to sign the instrument on behalf of Rita Restaurant Corp.



A handwritten signature in black ink, appearing to read "Zilin Wang", written over a horizontal dashed line.

Notary Public