

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonny's Enterprises, Inc.		12/01/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Sonny's Enterprises, LLC		
Street Address:	5605 Hiatus Road		
City:	Tamarac		
State/Country:	FLORIDA		
Postal Code:	33321		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2799847	FLEET-O-MATIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9549251100		
Email:	trademarks@patentusa.com		
Correspondent Name:	Sarah M. Stemer		
Address Line 1:	PO Box 2480		
Address Line 4:	Hollywood, FLORIDA 33022		
NAME OF SUBMITTER:	Sarah M. Stemer		
SIGNATURE:	/Sarah M. Stemer/		
DATE SIGNED:	07/16/2020		
Total Attachments: 12			
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HOLDINGS CONTRIBUTION AGREEMENT

This HOLDINGS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of November 30, 2016, by and between PGFS, Inc., a Delaware corporation ("PGFS") and Sonny's Holdings, LLC, a Delaware limited liability company ("Holdings"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in that certain Unit Purchase Agreement, dated as of December 1, 2016 (the "Purchase Agreement"), by and among Sentinel Sonny's Investments, LLC, a Delaware limited liability company, PGFS, Paul Fazio, the Paul G. Fazio Revocable Trust and the Fazio 2012 Family Trust, Holdings (the "PGFS Shareholders"), and Sonny's Enterprises, LLC, a Delaware limited liability company (the "Company").

WHEREAS, immediately prior to the execution and delivery of this Agreement, (i) all of the issued and outstanding shares of capital stock of Sonny's Enterprises, Inc., a Delaware corporation ("Sonny's Inc."), was contributed by the PGFS Shareholders to PGFS, and (ii) Sonny's Inc. was converted into a limited liability company organized under the laws of Delaware under the name "Sonny's Enterprises, LLC" (i.e., the Company).

WHEREAS, PGFS owns all of the outstanding equity interests of the Company.

WHEREAS, PGFS desires to contribute all of the equity interests of the Company to Holdings in exchange for 40,337,857 Class A Units of Holdings.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. **Company Contribution.** On the date hereof, PGFS hereby contributes and conveys to Holdings, and Holdings hereby accepts, all of the equity interests of the Company (collectively, the "Company Units", and such contribution, the "Company Contribution").

2. **Consideration.** On the date hereof, and in consideration for the Company Contribution, Holdings hereby conveys to PGFS, and PGFS hereby accepts, 40,337,857 Class A Units of Holdings (the "Holdings Interests").

3. **Tax Reporting.** The parties hereto intend that the Company Contribution be disregarded for United States federal and other applicable income tax purposes.

4. **Representations and Warranties of PGFS.** PGFS hereby represents and warrants to Holdings that:

(a) as of the date hereof, the issued and outstanding equity interests of the Company are 100% owned by PGFS;

(b) the Holdings Interests to be issued to PGFS pursuant to this Agreement will be acquired for its own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"), or

any applicable state securities laws, and the Holdings Interests will not be disposed of in contravention of the Securities Act or any applicable state securities laws;

(c) this Agreement constitutes a legal, valid and binding obligation of PGFS, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by PGFS does not and will not conflict with, violate or cause a breach of, in any material respect, any agreement, contract or instrument to which PGFS is a party or any judgment, order or decree to which PGFS is subject;

(d) PGFS is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to enter into this Agreement and perform its obligations hereunder;

(e) (i) all of the Company Units have been duly authorized and validly issued, (ii) upon the consummation of the Company Contribution, the Company Units will be validly issued, free of preemptive rights and rights of first refusal, and (iii) (assuming the truth and accuracy of the representations and warranties in Section 5) the contribution of the Company Units hereunder shall be exempt from registration under the Securities Act, and any applicable state securities laws; and

(f) none of the representations or warranties made by PGFS pursuant to this Section 4 contains any untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

5. Representations and Warranties of Holdings. Holdings hereby represents and warrants to PGFS that:

(a) the Company Units to be contributed to Holdings pursuant to this Agreement will be acquired for its own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act or any applicable state securities laws, and the Company Units will not be disposed of in contravention of the Securities Act or any applicable state securities laws;

(b) this Agreement constitutes a legal, valid and binding obligation of Holdings, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by Holdings does not and will not conflict with, violate or cause a breach of, in any material respect, any agreement, contract or instrument to which Holdings is a party or any judgment, order or decree to which Holdings is subject;

(c) Holdings is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, with full limited liability company power and authority to enter into this Agreement and perform its obligations hereunder;

(d) all of the Holdings Interests have been duly authorized and validly issued;
and

(e) none of the representations or warranties made by Holdings pursuant to this Section 5 contains any untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

The representations and warranties of Holdings shall not survive the execution and delivery of this Agreement and Holdings shall have no liability to PGFS hereunder.

6. **Further Assurances.** From time to time following the date hereof, if any further action is necessary to carry out the purposes of this Agreement, each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) that is reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement.

7. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8. **Complete Agreement.** This Agreement represents the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by electronic mail in portable document file (pdf) format, shall be effective as delivery of a manually executed counterpart to this Agreement.

10. **Successors and Assigns.** This Agreement and all rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by PGFS, without the prior written consent of Holdings, and neither this Agreement nor any rights, interests or obligations hereunder may be assigned or delegated by Holdings (other than to an affiliate of Holdings) without the prior written consent of PGFS. Any attempted assignment in violation of this Section 10 shall be void *ab initio*.

11. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

12. **Governing Law** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

13. **Amendments and Waivers**. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in writing, executed by each of the parties hereto. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party or such holder under or by reason of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HOLDINGS:

Sonny's Holdings, LLC

By:

Name: Paul G. Fazio

Title: President

PGFS:

PGFS, Inc.

By:

Name: Paul G. Fazio

Title: President

[Signature Page to Holdings Contribution Agreement]

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

SONNY'S ENTERPRISES, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)

This Amended and Restated Limited Liability Company Agreement (the "Agreement") of **Sonny's Enterprises, LLC**, a Delaware limited liability company (the "Company"), is entered into by the undersigned, as its sole Member (the "Member"), effective as of December 1, 2016.

WHEREAS, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act, Del. Code, tit. 6, §§ 18-101 et seq., as amended from time to time (the "Act") on November 30, 2016, by filing the Certificate of Formation with the Secretary of State of Delaware, and the Company's original member and the Company entered into a Limited Liability Company Agreement of the Company dated as of November 30, 2016 (the "Original Agreement") for the purposes set forth therein;

WHEREAS, the Member is party to that certain Holdings Contribution Agreement, dated as of November 30, 2016, by and between the Member and PGFS, Inc., a Delaware corporation, pursuant to which all of the equity interests of the Company were acquired by the Member; and

WHEREAS, the Member desires to enter into this Agreement for the purpose, among others, to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Member.

NOW, THEREFORE, the parties hereto, intending to be legally bound by this Agreement, hereby agree to amend and restate the Original Agreement in its entirety as follows:

1. **Name.** The name of the limited liability company formed hereby is **Sonny's Enterprises, LLC**.

2. **Organization.** The Member hereby organizes the Company as a single-member limited liability company pursuant to the provisions of the Act. The Company was validly organized at the time of the filing of the initial certificate of formation in the Office of the Secretary of State of the State of Delaware, on November 30, 2016.

3. **Purpose.** The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Member from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 3. The Company shall have all powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 3.

4. **Registered Office; Registered Agent.** The name and address of the registered office of the Company in the State of Delaware required to be maintained by Section 18-104 of

the Act is National Registered Agents, Inc., at 160 Greentree Drive, Suite 101, Dover, DE 19904, County of Kent.

5. **Member.** The name of the Member is Sonny's Holdings, LLC.

6. **Capital Contributions.** The Member's initial capital contribution to the Company shall be set forth on Schedule A. The Member shall have no obligation to make any additional capital contributions to the Company. The Member may make such additional capital contributions to the Company as the Member determines are necessary, appropriate or desirable.

7. **Management of the Company.** The Company shall be deemed a "member-managed" limited liability company and shall be managed by its Member. The Member shall have the full and exclusive right, power and authority to manage the affairs of the Company, to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Member to be necessary, appropriate or desirable to carry out or further the business of the Company.

Without limiting the generality of the foregoing, at any time and from time to time, the Member may appoint directors, officers, agents or other delegates of the Company, with such powers, authority, and responsibilities as the Member delegates to them, provided that at no time shall the power, authority, or responsibility delegated be greater than that held by the Member. Any director, officer, agent or other delegate of the Company may be removed at any time, with or without cause, by action of the Member, and his or her replacement, if any, may be approved by the Member at the time of such removal. Any compensation paid to, or remuneration received by, any Person to whom the Member delegates any powers, authority, or responsibilities under this paragraph shall be subject to the discretion and approval of the Member. The initial officers of the Company are set forth on Schedule B.

By written approval of the Member, the Member is authorized to admit any Person as an additional Member of the Company ("**Additional Members**"), and each such Person shall be admitted as an Additional Member at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Member and assigned a Percentage Interest in a revised Schedule A hereto. All Members shall then amend this Agreement to the extent necessary to reflect their multiple Interests in the Company.

8. **Distributions and Allocations; Pledge of Units.**

(a) All distributions of cash or other assets of the Company shall be made and paid to the Member at such time and in such amounts as the Member may determine. All items of income, gain, loss, deduction and credit shall be allocated to the Member.

(b) Any term or provision of this Agreement to the contrary notwithstanding, the Member shall be entitled to pledge, and otherwise grant a lien and security interest in, (i) its membership interests (i.e., its limited liability company interests) in the Company (the "**Membership Interests**") (and all of its rights with respect to such Membership Interests and all proceeds thereof) and/or (ii) all of its right, title and/or interest in, to and under this Agreement (and the proceeds thereof), in each case in favor of any and all of the Lenders (as defined below), without the need for any further consents, approvals and/or other actions. The Lenders (and their

respective successors and assigns) shall have, anything contained in this Agreement to the contrary notwithstanding, the right to exercise such rights and remedies as are set forth in the applicable pledge agreement and/or security agreement (including without limitation the right, during the existence of any event of default, to receive distributions, vote the Membership Interests, to remove managers, to amend and restate this Agreement and to otherwise participate in the management of the business and affairs of the Company and to exercise the other rights and powers of a member) and/or under applicable law. Without in any way limiting the generality of the foregoing provisions of this paragraph, no consent or approval of the Company and/or the Member shall be required to permit any Lender or any purchaser (including purchaser by foreclosure) of the Member's Membership Interests from any Lender, to be substituted as the Member hereunder upon the exercise of the Lenders' applicable rights or remedies (under the applicable pledge and/or security agreement and/or applicable law) with respect to such Membership Interests. Without limiting the generality of the foregoing, no transfer of the pledged Membership Interests pursuant to a foreclosure pursuant to the applicable pledge and/or security agreement shall be limited by any of the terms or conditions imposed by or on the Member or any other transfer restrictions herein and the applicable lender(s) or other successful bidder at a foreclosure sale shall be deemed admitted as a member of the Company and possess such rights and remedies granted to the members of the Company hereunder, including without limitation the right after becoming a member to receive distributions, vote the Membership Interests, to remove managers, to amend and restate this Agreement and to otherwise participate in the management of the business and affairs of the Company and to exercise the other rights and powers of a member. This provision shall inure to the benefit of the Lenders and their successors, assigns and/or designated agents or other representatives, as an intended third-party beneficiary, and no amendment, modification or waiver of, or consent with respect to, this provision shall in any event be effective without the prior written consent of the applicable requisite percentage of the Lenders or of their agent or other representative. "**Lenders**" shall mean, collectively, (a) any lender or lenders, now and from time to time, to the Company and/or (ii) the Member, and/or (b) any agent or other representative of any lender or lenders referred to in clause (a) above.

9. **Uncertificated Interests.** The Company shall be authorized to issue one hundred (100) units of limited liability company interests, which shall be of one class and shall be designated as "**Units**", and all of which shall be issued to the Member. The Units shall be uncertificated. So long as any pledge of any Membership Interests is in effect, the Company shall not elect to have Membership Interests in the Company be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and each other applicable jurisdiction. So long as any pledge of any Membership Interests is in effect, this Section 9 and Section 8(b) shall not be amended and any purported amendment to this provision shall not take effect until all security interests granted in any Membership Interest of the Company have been terminated.

10. **Liability of Members; Indemnification.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs

under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for any debts, liabilities or obligations of the Company.

The Company shall, to the fullest extent provided or allowed by applicable law, indemnify, save harmless and pay all judgments and claims against the Member, each of the Member's officers, directors, agents, affiliates, heirs, legal representatives, successors and assigns and the directors, officers, agents or other delegates of the Company (each, an "**Indemnified Party**") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, except for losses arising from such Indemnified Person's own fraud, willful misconduct, bad faith or gross negligence, including reasonable costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement (with the consent of the Company) of any claims of liability, loss or damage. The provisions of this Section shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise.

11. **Books and Records.** The Member shall keep, or cause to be kept true and correct books of account, in which shall be entered fully and accurately each and every transaction of the Company.

12. **Term.** The term of the Company shall continue until the Company is dissolved. The Company shall be dissolved upon the first to occur of (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under the Act.

13. **Invalid Provisions.** To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be deemed to be amended to the least extent necessary in order to make this Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to validate any provision of this Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such amendment or interpretation.

14. **Amendment.** This Agreement may not be altered or modified except by the written consent of the Member.

15. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

16. **Headings.** The article and section headings in this Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend or describe the scope of this Agreement or the intent of any provision.

17. **Dissolution and Winding-up of the Company; Bankruptcy.** The Company shall be dissolved upon the first to occur of (a) the written consent of the Members, or (b) the entry of a decree of judicial dissolution under the Act. The Member shall not cease to be a member of the Company for any of the reasons described in Section 18-304 of the Delaware Act.

IN WITNESS WHEREOF, the undersigned sole Member, intending to be legally bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement as of the date first set forth above.

SONNY'S HOLDINGS, LLC

By: 

Name: Owen Basham

Title: Vice President and Assistant Secretary

[Signature Page to A&R Company LLCA]

TRADEMARK
REEL: 007000 FRAME: 0298

SCHEDULE A

**NAME, INITIAL CAPITAL CONTRIBUTION AND PERCENTAGE INTEREST OF
THE MEMBER**

<u>Name of Member</u>	<u>Address of Member</u>	<u>Units</u>	<u>Percentage Interest</u>
Sonny's Holdings, LLC	c/o Sentinel Capital Partners 330 Madison Avenue, 27th Floor New York, NY 10017	100	100%

SCHEDULE B

Officers of Sonny's Enterprises, LLC

Eric Bommer - President

C. Scott Perry - Vice President and Secretary

Owen Basham - Vice President and Assistant Secretary

Paul G. Fazio - Chief Executive Officer

Anthony C. Analetto - President, Equipment Division

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