

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/10/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MTY FRANCHISING USA, INC		10/10/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MTY FRANCHISING USA, INC.
Street Address:	9311 E VIA DE VENTURA
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85258
Entity Type:	Corporation: TENNESSEE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Serial Number:	88324843	GINGER SUSHI + POKE SHOP
Serial Number:	87654341	GINGER SUSHI BOUTIQUE
Serial Number:	87579284	GINGER SUSHI BOUTIQUE
Serial Number:	87061693	SAME SAME BUT DIFFERENT
Serial Number:	87218394	EAT CLEAN
Serial Number:	86257867	BUILTBURGER
Serial Number:	86667115	GINGER SUSHI BOUTIQUE
Serial Number:	86651638	EAT CLEAN, GRABBAGREEN
Serial Number:	86385565	POWER PAIL
Serial Number:	86385543	RED PHOENIX SMOOTHIE
Serial Number:	86385525	GANGNAM CITY
Serial Number:	86385513	GULF OF MEXICO
Serial Number:	86385499	MIGHTY MAC & CHEESE
Serial Number:	86385477	MOROCCAN MAC & CHEESE
Serial Number:	86385397	GRAB YOUR OWN
Serial Number:	86385377	FOR THE HEALTH FREAK IN YOU
Serial Number:	86266892	OXIDATION ELIMINATION
Serial Number:	86266883	VITA VAMP

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86266868	SPIRITULINA
Serial Number:	86266862	PINA PROTEIN
Serial Number:	86266853	FAB & FRUITY
Serial Number:	86266846	FEELING FABULOUS
Serial Number:	86266838	ENERGY ELEVATOR
Serial Number:	86266825	
Serial Number:	86102155	GRABBAGREEN.COM FOOD + JUICE
Serial Number:	85904883	BUILT
Serial Number:	85875356	GRABBAGREEN
Serial Number:	85735756	SWEETFROG PREMIUM FROZEN YOGURT
Serial Number:	85735834	SWEETFROG
Serial Number:	85734542	SWEETFROG
Serial Number:	85677751	SWEETFROG
Serial Number:	85677747	SWEETFROG
Serial Number:	85650297	
Serial Number:	85672570	SWEETFROG
Serial Number:	85927011	BUILT [CUSTOM BURGERS]
Serial Number:	85903420	BUILT BY THE COUNTER [CUSTOM BURGERS]
Serial Number:	85755204	BUILT CUSTOM BURGERS
Serial Number:	85869779	EXTREME PITA EAT GOOD. FEEL GOOD.
Serial Number:	85296089	EAT WELL. LIVE FRESH.
Serial Number:	85912314	SWEETFROG
Serial Number:	85383204	SWEETFROG
Serial Number:	85380712	SWEETFROG
Serial Number:	85344654	SWEETFROG PREMIUM FROZEN YOGURT
Serial Number:	85080107	SWEETFROG
Serial Number:	85875343	HEALTHIIBAR
Serial Number:	78936205	C
Serial Number:	78135003	BAJA FRESH MEXICAN - GRILL
Serial Number:	77983025	MUCHO BURRITO FRESH MEXICAN GRILL
Serial Number:	77981397	MUCHO BURRITO
Serial Number:	77231972	BAJA FRESH EXPRESS
Serial Number:	76595812	THE COUNTER
Serial Number:	76595808	THE COUNTER
Serial Number:	75571544	EXTREME PITA
Serial Number:	75415513	BAJA FRESH
Serial Number:	75422039	NO MICROWAVES, NO CAN OPENERS, NO FREEZE
Serial Number:	75385352	BAJA FRESH EXPRESS

Property Type	Number	Word Mark
Serial Number:	75088839	BAJA ENSALADA
Serial Number:	75088838	BURRITO ULTIMO
Serial Number:	75054197	"ENCHILADO"
Serial Number:	75054178	"BURRITO DOS MANOS"
Serial Number:	74183283	BAJA FRESH FOOD CANNOT BE MADE AT MICROW
Serial Number:	73365840	MANCHU WOK

CORRESPONDENCE DATA

Fax Number:

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.

Email: KAHALAIPDOMESTIC@KAHALAMGMT.COM

Correspondent Name: JENNY MOODY

Address Line 1: 9311 E VIA DE VENTURA

Address Line 4: SCOTTSDALE, ARIZONA 85258

NAME OF SUBMITTER:	Jenny Moody
SIGNATURE:	/Jenny Moody/
DATE SIGNED:	01/10/2021

Total Attachments: 3
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AGREEMENT AND PLAN OF MERGER

Pursuant to this Agreement and Plan of Merger, dated as of the 10th day of October 2019, MTY Franchising USA, Inc., a Delaware corporation, shall be merged with and into MTY Franchising USA, Inc., a Tennessee corporation.

SECTION 1 DEFINITIONS

1.1 Effective Time. "Effective Time" shall mean the date and time on which the Merger contemplated by this Agreement and Plan of Merger becomes effective pursuant to the laws of the States of Delaware and Tennessee, as determined in accordance with Section 2.2 of this Agreement and Plan of Merger.

1.2 Merger. "Merger" shall refer to the merger of the Merging Corporation with and into the Surviving Corporation as provided in Section 2.1 of this Agreement and Plan of Merger.

1.3 Merging Corporation. "Merging Corporation" shall refer to MTY Franchising USA, Inc., a Delaware corporation.

1.4 Surviving Corporation. "Surviving Corporation" shall refer to MTY Franchising USA, Inc., a Tennessee corporation.

SECTION 2 TERMS OF MERGER

2.1 Merger. Subject to the terms and conditions of this Agreement and Plan of Merger and pursuant to Title 8 Section 252 of the Delaware General Corporation laws, at the Effective Time, the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with applicable law. MTY Franchising USA, Inc., a Tennessee corporation, shall be the Surviving Corporation resulting from the Merger and shall continue to exist and to be governed by the laws of the State of Tennessee under the name "MTY Franchising USA, Inc." The Merger shall be consummated pursuant to the terms of this Agreement and Plan of Merger, which has been approved by the Board of Directors and the sole stockholder of the Merging Corporation and by the Board of Directors and the sole shareholder of the Surviving Corporation.

2.2 Effective Time. The Merger contemplated by this Agreement and Plan of Merger shall be effective at 11:59 p.m. EDT on October 10, 2019.

2.3 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation as they exist at the Effective Time shall remain in full force and effect as the Articles of Incorporation of the Surviving Corporation after the Effective Time and shall not be amended by virtue of the Merger.

2.4 Bylaws. The Bylaws of the Surviving Corporation as they exist at the Effective Time shall remain in full force and effect as the Bylaws of the Surviving Corporation after the Effective Time and shall not be amended by virtue of the Merger.

2.5 Directors. The directors of the Surviving Corporation at the Effective Time shall continue to serve as the directors of the Surviving Corporation after the Effective Time, and shall hold office from and after the Effective Time until their respective successors are elected and qualified or until the earlier of their respective death, resignation, incapacity to serve or removal.

2.6 Officers. The officers of the Surviving Corporation at the Effective Time shall continue to serve as the officers of the Surviving Corporation after the Effective Time, and shall hold office from and after the Effective Time until their respective successors are elected and qualified or until the earlier of their respective death, resignation, incapacity to serve or removal.

SECTION 3 MANNER OF CONVERTING SHARES

The issued and outstanding shares of the Merging Corporation shall be cancelled and cease to exist by virtue of the Merger at the Effective Time, without payment of any consideration to the sole stockholder of the Merging Corporation. The issued and outstanding shares of the Surviving Corporation shall remain issued and outstanding and will be unaffected by the Merger.

SECTION 4 MISCELLANEOUS

4.1 Further Assurances. Each party to this Agreement and Plan of Merger agrees to do such things as may be reasonably requested by the other party in order to more effectively consummate or document the transactions contemplated by this Agreement and Plan of Merger.

4.2 State FDDs. Furthermore, each party to this Agreement and Plan of Merger acknowledges and agrees that Surviving Corporation shall fully and automatically assume any and all obligations of the Merging Corporation as they relate to the registration of Franchise Disclosure Documents with the States and the franchise agreements and area representative agreements with third parties, which includes, without limitation the Guarantee of Performance.

4.3 Plan of Reorganization. Each party to this Agreement and Plan of Merger intends for the Merger to qualify as a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Tax Code"). Each of the parties also intends for this Agreement and Plan of Merger to constitute a plan of reorganization within the meaning of Section 368 of the Tax Code and the Regulations of the U.S. Department of the Treasury thereunder, and each party to this Agreement and Plan of Merger hereby adopts such plan of reorganization.

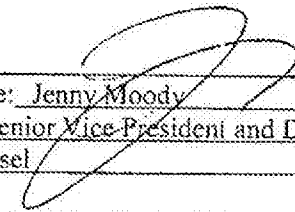
4.4 Service. The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 9311 E. Via de Ventura, Scottsdale, AZ 85258.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned corporations have caused this Agreement and Plan of Merger to be executed by their duly authorized officers as of the date first above written.

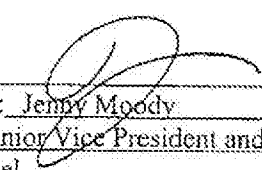
MERGING CORPORATION:

MTY FRANCHISING USA, INC., a Delaware corporation

By: 
Name: Jenny Moody
Its: Senior Vice President and Deputy General Counsel

SURVIVING CORPORATION:

MTY FRANCHISING USA, INC., a Tennessee corporation

By: 
Name: Jenny Moody
Its: Senior Vice President and Deputy General Counsel