

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648993

|   |                                   |  |  |
|---|-----------------------------------|--|--|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                      |  |  |
| <b>NATURE OF CONVEYANCE:</b>  | Assignment by Declaration         |  |  |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900618200                         |  |  |
| <b>CONVEYING PARTY DATA</b>   |                                   |  |  |
| <b>Name</b>   | <b>Formerly</b>                   | <b>Execution Date</b>                    | <b>Entity Type</b>                     |
| ACG PIZZA PARTNERS, LLC   |                                   | 04/05/2021                               | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                   |  |  |
| <b>Name:</b>  | Blue Nickel, Inc.                 |  |  |
| <b>Street Address:</b>  | 5624 Mountain Oak Drive           |  |  |
| <b>City:</b>  | Braselton                         |  |  |
| <b>State/Country:</b>   | GEORGIA                           |  |  |
| <b>Postal Code:</b>   | 30517                             |  |  |
| <b>Entity Type:</b>   | Corporation: GEORGIA              |  |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                   |  |  |
| <b>Property Type</b>  | <b>Number</b>                     | <b>Word Mark</b>                         |  |
| <b>Registration Number:</b>   | 2211490                           | STEVI B'S PIZZA                          |  |
| <b>Registration Number:</b>   | 4110595                           | STEVI B'S PIZZA BUFFET                   |  |
| <b>Registration Number:</b>   | 3987623                           | THE ULTIMATE STEVI B'S PIZZA BUFFET EST. |  |
| <b>Registration Number:</b>   | 5993643                           | STEVI B'S PIZZA BUFFET                   |  |
| <b>CORRESPONDENCE DATA</b>  |                                   |  |  |
| <b>Fax Number:</b>  | 8665215663                        |  |  |
| <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>   | 7577267799                        |  |  |
| <b>Email:</b>   | kgrierson@cm.law                  |  |  |
| <b>Correspondent Name:</b>  | Kevin W Grierson                  |  |  |
| <b>Address Line 1:</b>  | 2736 Holly Ridge Lane, Suite 201  |  |  |
| <b>Address Line 4:</b>  | Williamsburg, VIRGINIA 23185-8358 |  |  |
| <b>NAME OF SUBMITTER:</b>   | Kevin Grierson                    |  |  |
| <b>SIGNATURE:</b>   | /kwg/                             |  |  |
| <b>DATE SIGNED:</b>   | 05/24/2021                        |  |  |
| <b>Total Attachments: 7</b>   |                                   |  |  |
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## DECLARATION UNDER 37 CFR § 2.20

I, William Lucker, declare that:

1. I am President of **Blue Nickel, Inc.**, a Georgia corporation with an address of 5624 Mountain Oak Drive, Braselton, GA 30517 (“Buyer”), and I am making this declaration confirming the purchase of certain trademarks and other assets pursuant to the private sale by foreclosure of a security interest by **Renasant Bank, successor by merger to The Brand Bank**, (“Lender”) on assets of Registrant **ACG Pizza Partners, LLC** pursuant to a Trademark Security Agreement executed by Lender and Registrant on August 31, 2017 (the “Loan”).
2. The Registrant’s U.S. trademark registrations identified on attached **Exhibit A** (“Registrant’s Marks”), and attendant good will were secured as collateral for the Loan by a UCC filing by Lender.
3. Registrant ceased business operations and defaulted on the Loan, and Lender conducted a private sale of the collateral pursuant to Georgia law, O.C.G.A. § 11-6-913 *et seq.* See the Notice of Sale attached as **Exhibit B**.
4. On **April 5, 2021**, Buyer purchased the Registrant’s Marks, good will and other intellectual property rights at such sale. See the Bill of Sale attached as **Exhibit C**.
5. Having purchased the Registrant’s Marks and attendant good will pursuant to such sale, Buyer is now the lawful owner of Registrant’s Marks shown on **Exhibit A**.

*[Signature Page Follows]*

## DECLARATION

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Date: May 7<sup>th</sup> 2021



Name: William Lucker

Title: President, Blue Nickel, Inc.

**EXHIBIT A**  
Registrant's Marks

| Mark   | Registration Number | Registration Date |
|--|---------------------|-------------------|
| STEVI B'S PIZZA  | 2211490             | December 15, 1998 |
| STEVI B'S PIZZA BUFFET<br>& design                           | 4110595             | March 13, 2012    |
| THE ULTIMATE STEVI<br>B'S PIZZA BUFFET EST.<br>1996 & design | 3987623             | July 5, 2011      |
| STEVI B'S PIZZA BUFFET                                       | 5993643             | February 25, 2020 |

March 16, 2021

**VIA UNITED PARCEL SERVICES**  
**and VIA FIRST-CLASS U.S. MAIL, POSTAGE PREPAID**

15C Pizza, LLC  
c/o Christopher C. Trower-Registered Agent  
3159 Rilman Rd, NW  
Atlanta Georgia 30327

ACG Pizza Partners, LLC  
c/o Russell Umphenour, V Jr.  
4980 High Point Road  
Atlanta Georgia 30342

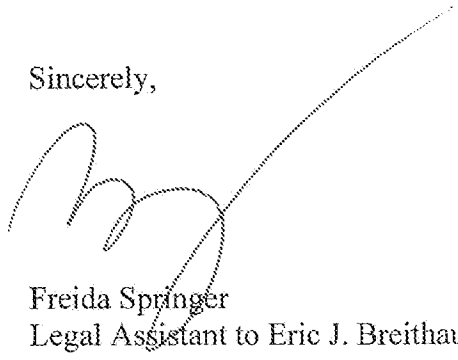
Re: Notification of Private Sale-  
ACG Pizza Partners, LLC and 15C Pizza, LLC

Gentlemen.

Enclosed please find the Notification of Private Sale relative to the above-entitled matter.  
If you have any questions, please feel free to contact our office.

Thank you for your attention to this matter.

Sincerely,



Freida Springer  
Legal Assistant to Eric J. Breithaupt

RE: NOTIFICATION OF PRIVATE SALE —  
ACG PIZZA PARTNERS, LLC & 15C PIZZA, LLC

TAKE NOTICE OF THE FOLLOWING:

Default having been made in the payment of that certain Loan and Security Agreement dated August 31, 2017 (the "Indebtedness"), due from 15C Pizza, LLC the following notice is given. Renasant Bank as successor by merger with The Brand Banking Company ("Renasant") does hereby give notice of its intent to dispose of the following collateral in the exercise of its rights as a secured creditor of 15C Pizza, LLC by virtue of the Loan and Security Agreement and as to ACG Pizza Partners, LLC by virtue of that certain accommodation Trademark Security Agreement dated August 31, 2017 (collectively, the "Debtors"). This notice is being given pursuant to O.C.G.A. § 11-6-913. The collateral over which Renasant claims a security interest is described as follows ("Collateral"):

**All assets of the Debtors over which Renasant claims a security interest as reflected on that certain UCC Financing Statement filed with the Delaware Department of State on September 1, 2017 (Filing No. 2017 5820128), specifically including all trademarks, intellectual property, website and URL rights and all franchise agreements, provided however, that all furniture, fixtures and equipment together with any assets over which Renasant does not claim or currently hold a lien shall be excluded assets from the sale.**

Renasant shall offer the Collateral for private sale to the highest bidder after March 31, 2021.

The terms of sale shall be for cash or cash equivalents on terms acceptable in the discretion of Renasant. Renasant reserves the right to credit bid any portion of the Indebtedness secured by the Collateral in its sole discretion. You are entitled to an accounting of the unpaid Indebtedness secured by the Collateral that Renasant intends to sell. You may request an accounting by contacting the undersigned counsel for Renasant.

The Debtors may also be entitled to redeem the Collateral by paying the entire amount of the Indebtedness prior to the conduct of any private sale. The redemption price is not less than \$3,214,500.00 plus accrued interest, attorney's fees and expenses. You may contact the undersigned counsel for the full pay-off amount.

Any inquiries as to the sale should be directed to RENASANT BANK, c/o Eric J. Breithaupt, Stites & Harbison, PLLC, 303 Peachtree Street, NE, 2800 SunTrust Plaza, Atlanta, GA 30308. 404-739-8974. [ebreithaupt@stites.com](mailto:ebreithaupt@stites.com)

This notice was sent by first class mail, properly addressed with first class postage affixed and by overnight delivery on March 16, 2021.

By:   
Eric J. Breithaupt, as attorney for  
RENASANT BANK

EXHIBIT C

BILL OF SALE

**Personal Property**

**THIS BILL OF SALE** was made and entered into as of the 5th day of April, 2021, between **RENASANT BANK**, as successor by merger with **THE BRAND BANK**, ("Grantor"), acting under its authority as a secured creditor of 15C Pizza, LLC ("15C") and **BLUE NICKEL, INC.** (the "Grantee").

WITNESSETH:

**WHEREAS**, default having been made by 15C in the payment of that certain Loan and Security Agreement and as to ACG Pizza Partners, LLC by virtue of that certain accommodation Trademark Security Agreement dated August 31, 2017, and related loan documents ("Indebtedness") held by Grantor and Grantor having given notice of its intent to dispose of the following collateral in the exercise of its rights as a secured creditor of 15C pursuant to the Uniform Commercial Code; and

**WHEREAS**, the collateral over which Grantor claims a security interest is described as follows ("Collateral"):

**All assets of the Debtors over which Renasant claims a security interest as reflected on that certain UCC Financing Statement filed with the Delaware Department of State on September 1, 2017 (Filing No. 2017 5820128), specifically including all trademarks, intellectual property, website and URL rights and all franchise agreements, provided however, that all furniture, fixtures and equipment together with any assets over which Renasant does not claim or currently hold a lien shall be excluded assets from the sale.**

**AND WHEREAS**, there having been proper notice of a private sale of the Collateral, the Indebtedness to Grantor remaining unpaid and 15C having failed to redeem or otherwise act with respect to the Collateral,

**NOW KNOW ALL MEN BY THESE PRESENTS**, for valuable consideration in hand paid by Grantee to Grantor in the amount of [REDACTED] the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor has bargained and sold and does hereby grant and convey to Grantee, without representation or warranty, all of Grantor's right, title and interest in and to the Collateral.

**EXCEPT AS SET FORTH HEREIN, THE CONVEYED COLLATERAL IS SOLD "AS IS, WHERE IS" WITH ALL FAULTS. GRANTOR MAKES NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED WHATSOEVER. GRANTEE, THROUGH ITS AUTHORIZED SIGNATORY BELOW, ACKNOWLEDGES THIS QUIT CLAIM**



CONVEYANCE WITHOUT WARRANTY OF ANY TYPE AND ACCEPTS THE COLLATERAL WITHOUT CLAIM OR ANY RESERVATION AGAINST GRANTOR.

Done on the first date appearing above.

RENASANT BANK, GRANTOR

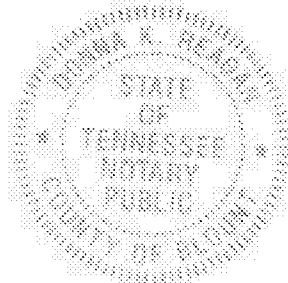
*Glynis Tilley*  
BY: GLYNIS TILLEY  
AS ITS FIRST VICE-PRESIDENT

STATE OF TENNESSEE }  
COUNTY OF BLOUNT }

Before me, the undersigned authority did personally appear on this 8 day of April, 2021, Glynis Tilley in her capacity as an authorized First Vice President of RENASANT BANK under and by virtue of its power as a secured creditor of 15C and ACG Pizza Partners, LLC who being known to me, did execute this Bill of Sale with full power and authority to so act on behalf of the Grantor as an authorized act of the Grantor.

*Donna K. Ragan* (Seal)  
NOTARY PUBLIC STATE AT LARGE

My commission expires: 3-21-22



ACKNOWLEDGED & ACCEPTED:

BLUE NICKEL, INC., GRANTEE

BY: *W. G. Lucher*

TITLE: Owner - President

539548 J. ATLANTA