

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655649

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900619670		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JIM LAGANKE		01/24/2014	INDIVIDUAL: UNITED STATES
RICHARD ROSEN		01/24/2014	INDIVIDUAL: UNITED STATES
STEWART'S ALL AMERICAN CORP.	FORMERLY STEWARTS ALL AMERICAN, LLC	01/24/2014	Corporation:
RECEIVING PARTY DATA			
Name:	STEWARTS RESTAURANTS INCORPORATED		
Doing Business As:			
Street Address:	93 Fostertown Road		
City:	Lumberton		
State/Country:	NEW JERSEY		
Postal Code:	08048		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77847267	STEWART'S	
Serial Number:	72373342	STEWART'S	
Serial Number:	87897989	STEWART'S	
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>			
Email:	tm@anikolic.com		
Correspondent Name:	Aleksandar Nikolic		
Address Line 1:	409 Taughannock Blvd.		
Address Line 4:	Ithaca, NEW YORK 14850		
ATTORNEY DOCKET NUMBER:	00584		
NAME OF SUBMITTER:	Aleksandar Nikolic		
SIGNATURE:	/ALEKSANDAR NIKOLIC/		

DATE SIGNED:

06/23/2021

Total Attachments: 18

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of January 24, 2014, is made and entered into by and among STEWARTS RESTAURANTS INCORPORATED, a New Jersey corporation (the "Assignee"), and JIM LaGANKE, RICHARD ROSEN and STEWARTS ALL AMERICAN, LLC, individually (the "Assignor") (each a "Party", and collectively, the "Parties"). Unless otherwise defined herein, capitalized terms used in this Trademark Assignment shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

BACKGROUND:

The Assignee (and Stewarts Franchising Systems, LLC, collectively with the Assignee referred to herein as the "Seller") and the Assignor are parties to that certain Asset Purchase Agreement, dated as of January 17, 2014 ("Asset Purchase Agreement"), pursuant to which the Assignor has agreed to make certain payments pursuant to the terms of the Asset Purchase Agreement and the Promissory Note to the Assignee.

As a condition to the Closing, the Parties agreed to enter into this Trademark Assignment pursuant to which the Assignor will assign to the Assignee all of the Assignor's right, title and interest in, to and under all of the Assignor's registered and unregistered trademarks, including the registered trademarks and trademark applications listed on Schedule A attached hereto (collectively, the "Trademarks").

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of the Default pursuant to the terms of the Asset Purchase Agreement, assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Trademarks, together with the whole of the goodwill of the business pertaining thereto, with the same rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations to issue all registrations from any applications for registration of the Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that they will not execute any writing or do any act whatsoever conflicting with this Trademark Assignment, and that

the Assignor will, upon the request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, solely to act for and in their behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

4. Governing Law. This Trademark Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State and all disputes that may arise hereunder pursuant to the terms as set forth in the Asset Purchase Agreement.

5. Amendment; Waiver. None of the provisions of this Trademark Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Relation to the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, covenants and obligations contained in the Asset Purchase Agreement or the survival thereof.

7. Counterparts. This Trademark Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

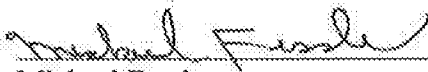
8. Exercise Only Upon Default. For the absence of doubt this Trademark Assignment is to be released from escrow and filed with the Patent and Trademark Office or any other appropriate office for filing only upon a default, as that term is defined, by Assignor herein pursuant to the terms of the Asset Purchase Agreement or the Promissory Note. In such an event this Agreement shall be released from escrow to Assignee and ownership of the Trademarks listed on Exhibit A shall be transferred back to Assignee, Stewarts Restaurants Incorporated.

[SIGNATURE PAGE FOLLOWS]

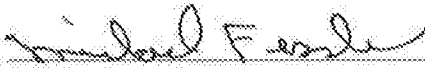
IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered by their respective duly authorized officers on the date first written above.

ASSIGNEE:

STEWART'S FRANCHISE SYSTEMS, LLC
A New Jersey Limited Liability Company



By: 
Name: Michael Fessler
Title: As President of Stewarts ~~Root Beer~~
Restaurants Incorporated the Sole Member

STEWART'S RESTAURANTS INCORPORATED
A New Jersey Corporation

By: 
Name: Michael Fessler
Title: President and Sole Shareholder

ASSIGNOR:

JIM LaGANKE AND RICHARD ROSEN

STEWARTS ALL AMERICAN, LLC
A New Jersey Limited Liability Company


, Managing Member

Schedule A
Trademarks

MARK	COUNTRY SERIAL No. REG. No.	GOODS AND SERVICES INTERNATIONAL CLASS(es)	STATUS
STEWART'S®	United States Filed: 10/13/2009 SN: 77847267 RN: 3,784,741	Franchising services, namely, technical assistance in the establishment and operation of franchised fixed location and trailer restaurants International Class 35 Basis: 1(a) First Use Date: 2009-10-02 First Use in Commerce Date: 2009-10-02	REGISTERED 5/4/2010
STEWART'S®	United States Filed: 10/14/1970 SN: 72373342 RN: 935,505	Drive-in restaurant services International Class 42 Basis: 1(a) First Use Date: 1930-00-00 First Use in Commerce Date: 1930-00-00	REGISTERED 6/6/1972 7/7/2011 TEE sent e-mail to M. Fessler re Notice of Acceptance of Renewal 6/24/2011 Notice of Acceptance of Renewal mailed 6/6/2011 Renewal filed

SECURITY AGREEMENT

THIS AGREEMENT, is made this 24th day of January, 2014 between Stewarts Restaurants Incorporated, a New Jersey Corporation and Stewarts Franchising Systems, LLC, a New Jersey limited liability company with an address of 93 Fostertown Road, Lumberton, New Jersey 08048, (hereinafter alternatively "Seller" or "Trademark Seller"); and Jim LaGanke, Richard Rosen, individually and Stewarts All American, LLC, a New Jersey limited liability company all with a business address of 36 Ames Avenue, Rutherford, New Jersey 07070 (hereinafter alternatively "Pledgor" or "Buyer").

WITNESSETH:

WHEREAS, Buyer has agreed to purchase certain assets from Seller for the price and upon the terms set forth in a certain Asset Purchase Agreement dated as of January 17, 2104 (hereafter "Asset Purchase Agreement") and a condition of the sale is that Buyer shall provide Seller a first priority security interest in all Trademarks and Proprietary Marks (as that term is defined in the Asset Purchase Agreement between the parties hereto) now existing or hereafter created until all sums set forth in the Asset Purchase Agreement are paid in full.

NOW, THEREFORE, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. THE SECURITY. The undersigned Pledgor hereby assigns and grants to the Trademark Seller a first priority security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

a) **Trademarks and Proprietary Marks.** All Trademarks and Proprietary Marks now existing and owned or hereafter created or acquired by the Buyer. Including but not limited to those marks set forth in Exhibit "A" annexed hereto.

2. THE INDEBTEDNESS. The Pledgor has agreed to certain installment payments to Seller in accordance with the terms set forth in the Asset Purchase Agreement and as those payment terms are therein defined. Each party obligated under any terms of the Asset Purchase Agreement is referred to in this Agreement as a "Buyer" or "Pledgor". "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Buyer or any one or more of them to the Seller.

3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Trademark Seller in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor resides (if the Pledgor is an individual), or the Pledgor's chief executive office (if the Pledgor is not an individual) is located, in the state specified on the signature page hereof. In addition, the Pledgor (if not an individual or other unregistered entity), is incorporated in or organized under the laws of the state specified on such signature page. The Pledgor shall give the Trademark Seller at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgor will notify the Trademark Seller in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Trademark Seller in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise agreed, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Trademark Seller, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Trademark Seller.

(e) The Pledgor will promptly notify the Trademark Seller in writing of any event which affects the value of the Collateral, the ability of the Pledgor or the Trademark Seller to dispose of the Collateral, or the rights and remedies of the Trademark Seller in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve and defend, the Collateral, and any costs to perfect the Trademark Seller's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Trademark Seller at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Agreement. The Pledgor agrees to reimburse the Trademark Seller on demand for any Collateral Costs so incurred.

(g) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Trademark Seller; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

4. POWER OF ATTORNEY. The Pledgor irrevocably designates and appoints the Seller its true and lawful attorney with full power of substitution and revocation to execute, deliver, and record in the name of the Pledgor all financing statements, amendments, continuation statements, title certificate lien applications and other documents deemed by the Seller to be necessary or advisable to perfect or to continue the perfection of the security interests granted hereunder.

5. DEFAULTS. Any Default under any of the terms of the Asset Purchase Agreement and this Security Agreement or any other transaction documents constitute a default hereunder.

6. TRADEMARK SELLER'S REMEDIES AFTER DEFAULT. In the event of any Default, as defined by the Asset Purchase Agreement or herein, the Trademark Seller may do any one or more of the following, to the extent permitted by law:

(a) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(b) Use or transfer any of the Pledgor's rights and interests in any Proprietary Marks now owned or hereafter acquired by the Pledgor, if the Trademark Seller deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. Proprietary Marks includes but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(c) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(d) Take such measures as the Trademark Seller may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Trademark Seller as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(e) Exercise any other remedies available to the Trademark Seller at law or in equity or as otherwise permitted pursuant to the terms of the Asset Purchase Agreement or any other agreement between the parties. Those remedies include but are not limited to the automatic reconveyance of the collateral set forth on Exhibit "A".

7. MISCELLANEOUS

a) Modifications and Acceptance. Any modification or rescission of this agreement shall be ineffective unless in writing and signed by the party against whom enforcement is sought. Notice of the acceptance of this agreement by secured party is hereby waived by Buyer.

b) Successors and Assigns. This agreement and all rights and liabilities hereunder shall be binding upon Buyer and its successors, assigns and legal representatives and shall inure to the benefit of secured party and its successors, assigns and legal representatives.

c) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, notwithstanding that if New Jersey law conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply. All disputes, except any action that may be necessary to compel turnover of collateral, shall be as set forth in the Asset Purchase Agreement.

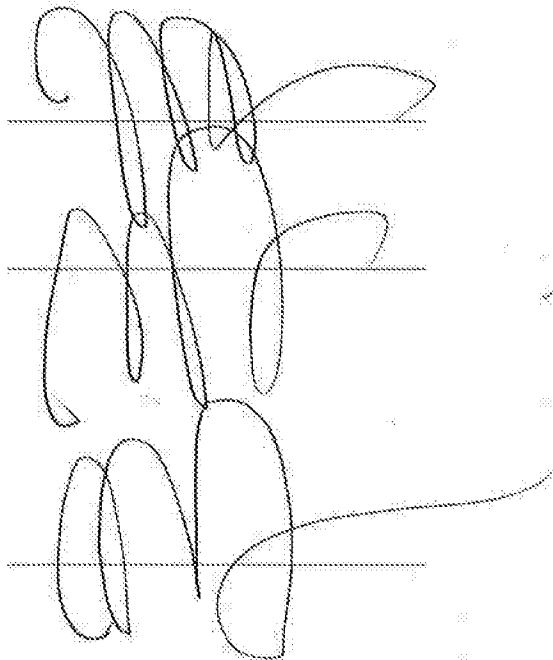
d) Captions. The captions or headings herein have been inserted solely for the convenience of reference and in no way define or limit the scope, intent or substance of any provision of this agreement. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

e) Definition. Any defined term used herein shall have the meaning as set forth in the Asset Purchase Agreement and if not defined therein shall have the meaning ascribed to it in the uniform commercial code in effect in the state of New Jersey, as hereinafter amended.

f) Invalidity of any Provision. If any provision (or portion thereof) of this security agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this security agreement or the application of such provision (or portion thereof) to any other person or circumstance shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Pledgor has caused this security agreement to be executed effective as of the day and the year first above

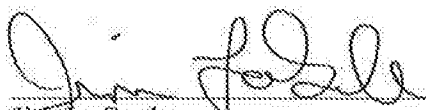
Witness:



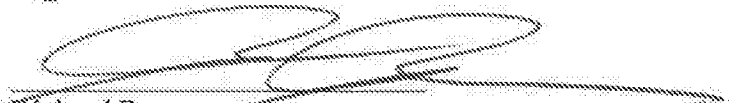
Three handwritten witness signatures are present, each written over a horizontal dotted line.

PLEDGOR:

Jim LaGanke and Richard Rosen, Individually



Jim LaGanke



Richard Rosen


Stewarts All American, LLC
a New Jersey limited liability company

By: 
, Managing Member

Trademarks

MARK	COUNTRY SERIAL No. REG. No.	GOODS AND SERVICES INTERNATIONAL CLASS(S)	STATUS
STEWART'S®	United States Filed: 10/13/2009 SN: 77847267 RN: 3,784,741	Franchising services, namely, technical assistance in the establishment and operation of franchised fixed location and trailer restaurants International Class 35 Basis: 1(a) First Use Date: 3/8/99-11-02 First Use in Commerce Date: 2009-10-02	REGISTERED 5/6/2010
STEWART'S®	United States Filed: 10/14/1970 SN: 72373342 RN: 935,505	Drive-in restaurant services International Class 42 Basis: 1(a) First Use Date: 1938-08-08 First Use in Commerce Date: 1938-08-09	REGISTERED 6/6/1972 7/7/2011 TEE sent e-mail to M. Peesler re Notice of Acceptance of Renewal 6/24/2011 Notice of Acceptance of Renewal mailed 5/6/2011 Renewal Filed

U.S. Copyrights

TITLE OF WORK	AUTHOR	DATE OF REGISTRATION	REGISTRATION NUMBER
STEWART'S Car Hop (W/straw image) 	Designs by James, LLC Year of Completion: 2009 1 st Publication Date: 4/14/2009 Nation of 1 st Pub.: US Author Created: 2-D artwork Work for hire: Yes Citizen of: United States Domestic in: United States Copyright Claimant: Stewart's Restaurants Incorporated: 93 Fortietown Road, Lumberton, NJ 08048 Transfer Statement: By written agreement	5/5/2009	VA 1-668-592

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENTITY CONVERSION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STEWARTS ALL AMERICAN, LLC		07/09/2015	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	STEWART'S ALL AMERICAN CORP.
Street Address:	36 AMES AVENUE
City:	RUTHERFORD
State/Country:	NEW JERSEY
Postal Code:	07070
Entity Type:	Corporation: NEVADA
Name:	JIM LAGANKE
Street Address:	36 AMES AVENUE
City:	RUTHERFORD
State/Country:	NEW JERSEY
Postal Code:	07070
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	RICHARD ROSEN
Street Address:	36 AMES AVENUE
City:	RUTHERFORD
State/Country:	NEW JERSEY
Postal Code:	07070
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0935505	STEWART'S
Registration Number:	3784741	STEWART'S

CORRESPONDENCE DATA

Fax Number: 7326796433

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.

OP \$65.00 0935505

Phone: 732-679-3777
Email: wkugelman@lawppl.com
Correspondent Name: William R. Kugelman, Esq.
Address Line 1: 131 White Oak Lane
Address Line 2: Powell & Roman, LLC
Address Line 4: Old Bridge, NEW JERSEY 08857

NAME OF SUBMITTER:	William R. Kugelman
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SIGNATURE:	/william r. kugelman/
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DATE SIGNED:	05/22/2018
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Total Attachments: 4

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BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



040105

Articles of Incorporation
 (PURSUANT TO NRS CHAPTER 78)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20150317673-75
	Filing Date and Time 07/09/2015 3:00 PM
	Entity Number E0334902015-2

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	Stewart's All American Corp.		
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: Silver State Legal Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code		
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value: 160 million	Par value per share: \$.0001	Number of shares without par value:
4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) James LaGanke Name 36 Ames Avenue Rutherford NJ 07070 Street Address City State Zip Code 2) Richard Rosen Name 36 Ames Avenue Rutherford NJ 07070 Street Address City State Zip Code		
5. Purpose: (optional; required only if Benefit Corporation status selected)	The purpose of the corporation shall be: Any Legal Purpose	6. Benefit Corporation: (see instructions) <input type="checkbox"/> Yes	
7. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. William R. Kugelman X Name Incorporator Signature 113 White Oak Lane Old Bridge NJ 08857 Address City State Zip Code		
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. X <i>William R. Kugelman</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity July 9, 2015 Date		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles
 Revised: 1-5-15

TRADEMARK

REEL: 006306 FRAME: 0687

4. Names and Addresses of Directors (continued):

Gary Kliesch
36 Ames Avenue
Rutherford, New Jersey 07070

Neil Venezia
36 Ames Avenue
Rutherford, New Jersey 07070

Allen Esses
36 Ames Avenue
Rutherford, New Jersey 07070



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



140304

Articles of Conversion
 (PURSUANT TO NRS 92A.205)
Page 1

Filed in the office of <i>Barbara K. Cegavske</i>	Document Number 20150317671-53
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 07/09/2015 3:00 PM
	Entity Number E0334902015-2

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PLEASE NOTE: The charter document for the resulting entity *must* be submitted/filed simultaneously with the articles of conversion.

Articles of Conversion
 (Pursuant to NRS 92A.205)

1. Name and jurisdiction of organization of constituent entity and resulting entity:

Stewart's All American, LLC
 Name of constituent entity

New Jersey
 Jurisdiction

Limited Liability Company
 Entity type *

and,

Stewart's All American Corp.
 Name of resulting entity

Nevada
 Jurisdiction

Corporation
 Entity type *

2. A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

3. Location of plan of conversion: (check one)

- The entire plan of conversion is attached to these articles.
- The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity.
- The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 88.330.

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust .

This form must be accompanied by appropriate fees.



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Conversion
 (PURSUANT TO NRS 92A.205)
Page 2

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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4. Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the resulting entity in the conversion):

Attn:

c/o:

5. Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date:

Time:

6. Signatures - must be signed by:

1. If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited-liability limited partnership; a manager of each Nevada limited-liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited-liability partnership (a.k.a. general partnership governed by NRS chapter 87).

2. If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

Stewart's All American, LLC

Name of constituent entity

X

Signature

Attorney/Organizer
 Title

July 9, 2015
 Date

* Pursuant to NRS 92A.205(4) if the conversion takes effect on a later date specified in the articles of conversion pursuant to NRS 92A.240, the constituent document filed with the Secretary of State pursuant to paragraph (b) subsection 1 must state the name and the jurisdiction of the constituent entity and that the existence of the resulting entity does not begin until the later date. This statement must be included within the resulting entity's articles.

FILING FEE: \$350.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Conversion Page 2
 Revised: 1-5-15

TRADEMARK

RECORDED: 05/22/2018

REEL: 006306 FRAME: 0620

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stewarts Restaurants Incorporated		10/17/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Stewart's Product Licensing, Inc.		
Street Address:	93 Fostertown Road		
City:	Lumberton		
State/Country:	NEW JERSEY		
Postal Code:	08048		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86287675	EST. 1924 STEWART'S SWEET ONION BURGERS	
Registration Number:	4604624	EST. 1924 STEWARTS HOT DOGS	
Serial Number:	86287665	EST. 1924 STEWART'S HAMBURGERS	
Serial Number:	86456472		
Registration Number:	4342815		
Registration Number:	3945994		
Registration Number:	3784047	STEWART'S	
Registration Number:	0933646	STEWART'S	
Registration Number:	0935505	STEWART'S	
Registration Number:	0274949	STEWART'S ROOT BEER	
Registration Number:	1585185	...WHERE EVERYTHING IS SODOG-GONE GOOD!	
Registration Number:	3784741	STEWART'S	
Registration Number:	3957103	THE ORIGINAL DRIVE-IN	
Registration Number:	4148723	TASTE THE LEGEND	
Serial Number:	85793037	STEWART'S	
Serial Number:	85862702	BOTTLEPOPS	
CORRESPONDENCE DATA			
Fax Number:	2158648999		

CH \$415.00 86287675

TRADEMARK

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.

Phone: 215.864.8109
Email: rzoncal@ballardspahr.com
Correspondent Name: Lynn E. Rzonca
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER:	00100969
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NAME OF SUBMITTER:	Lynn E. Rzonca
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SIGNATURE:	/Lynn E. Rzonca/
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DATE SIGNED:	12/17/2014
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Total Attachments: 1

source=STEWART'S PRODUCT LICENSING, INC. name change#page1.tif

C-102A Rev 12/93

CGN

FILED
OCT 17 2014
STATE TREASURER

New Jersey Division of Revenue

Certificate of Amendment to the Certificate of Incorporation
(For Use by Domestic Profit Corporations)

Pursuant to the provisions of Section 14A:9-2 (4) and Section 14A:9-4 (3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

0100164058

1. The name of the corporation is:

STEWARTS RESTAURANTS INCORPORATED (#0100164058)

2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 18TH day of FEBRUARY, 20 14

Resolved, that Article FIRST of the Certificate of Incorporation be amended to read as follows:
STEWART'S PRODUCT LICENSING, INC.

3. The number of shares outstanding at the time of the adoption of the amendment was: 1,000
The total number of shares entitled to vote thereon was: 1,000

If the shares of any class or series of shares are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable).
N/A

4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively).

Number of Shares Voting for Amendment	Number of Shares Voting Against Amendment
1000	0

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. (Omit if not applicable).

6. Other provisions: (Omit if not applicable).

BY: *Michael W. Fessler*
(Signature) PRESIDENT

Dated this 12TH day of MAY, 20 2014

May be executed by the Chairman of the Board, or the President, or a Vice President of the Corporation.