

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663769

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900628502

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CiCi Enterprises, LP		03/10/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Yes Caps, LLC
Street Address:	13355 Noel Road
Internal Address:	Suite 1645
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Limited Liability Company: NEVADA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	5751377	
Registration Number:	5073041	CICIS
Registration Number:	5492555	CICIS BEYOND PIZZA
Registration Number:	5492556	CICIS BEYOND PIZZA
Registration Number:	5177284	CICIS
Registration Number:	5060799	CICIS
Registration Number:	4949909	FIERY MANGO TANGO
Registration Number:	4878388	BETTER. BELIEVE IT.
Registration Number:	4667732	EST. 1985 CICI'S PIZZA COUNTER
Registration Number:	4667731	CICI'S PIZZA COUNTER
Registration Number:	4670494	ENDLESS PIZZA. ENDLESS VALUE.
Registration Number:	4591695	DRINK UP SUMMER
Registration Number:	4341504	CICI'S PIZZA
Registration Number:	4341505	CICI'S PIZZA TO GO
Registration Number:	4341506	CICI'S PIZZA TO GO
Registration Number:	3727837	CICI'S BUFFET ON THE GO
Registration Number:	3293786	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3251151	
Registration Number:	2680694	CICI'S
Registration Number:	1712523	CICI'S
Serial Number:	88348933	CICIS
Serial Number:	88130207	BEYOND PIZZA

CORRESPONDENCE DATA

Fax Number: 3172373900

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: 3172373215

Email: acolclessner@fbtlaw.com

Correspondent Name: Matthew R. Schantz

Address Line 1: 201 North Illinois Street

Address Line 2: Suite 1900

Address Line 4: Indianapolis, INDIANA 46244

ATTORNEY DOCKET NUMBER:	0147524.0743574
NAME OF SUBMITTER:	Matthew R. Schantz
SIGNATURE:	/Matthew R. Schantz/
DATE SIGNED:	07/30/2021

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made effective March 10, 2021 ("Effective Date") by and between CiCi Enterprises, LP, a Delaware limited partnership (the "Assignor") and Yes Caps, LLC, a Nevada limited liability company, with a principal place of business at 13355 Noel Road, Suite 1645, Dallas, Texas 75240 (the "Company") (collectively, the "Parties").

RECITALS

WHEREAS, Assignor operates and grants franchises to operate Cicis Restaurants and Cicis To Go Restaurants ("Restaurants") that offer value-priced pizza, desserts, and other foods and has adopted, used, and applied for registration of the trademarks identifying the Restaurants and services related thereto listed in Exhibit A attached hereto; (the "Marks"); and

WHEREAS, pursuant to a corporate plan of reorganization Assignor desires to assign and the Company desires to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

WHEREAS, Assignee, in consideration for the transfer of the Marks, has agreed to become a Borrower pursuant to an Amended and Restated Credit Agreement dated March 10, 2021 ("Credit Agreement") so that the transfer is subject to the security interest of record in the name of D & G Investors, LLC; and

WHEREAS, D & G Investors, LLC, has required that Yes Caps be obligated as Borrowers under the Credit Agreement and assume all obligations thereunder in exchange for its consent to the foregoing transfers;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto Company all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof.
2. Assignor hereby authorizes and requests the Commissioner for Trademarks and any other relevant U.S. or foreign authority to record the transfer of ownership of the Marks to Company.

3. Assignee agrees to execute contemporaneously with this Assignment an Amendment to the Credit Agreement in which Assignee becomes a Borrower under the Credit Agreement and assumes all obligations of a Borrower thereunder in a form satisfactory to counsel for Enterprises.

3. Assignor agrees to execute all papers and to perform such other proper act as Company may deem necessary to secure for Company or its designee the rights herein assigned, including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in Company, its successors, assigns, and legal representatives.

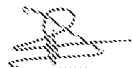
4. This Agreement will be governed by, and construed exclusively in accordance with, the laws of the State of Texas. Any actions arising out of or relating to this Agreement or its breach will be brought exclusively in any federal or state court sitting in Dallas County, Texas, and the Parties submit to the exclusive venue and personal jurisdiction of the state and federal courts in Dallas County, Texas and waive any jurisdictional or venue defenses otherwise available to them.

5. This Agreement and the APA constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements. This Agreement may not be modified or otherwise amended except by an instrument in writing signed by the Parties.

[* * * *]

Assignor:

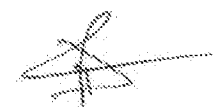
CiCi Enterprises, LP
By its general partner: Top Caps, LLC,
By its manager OnWin, LLC

x 
Name: Dan Patel

Title: Vice Presiden

Consent:

D & G Investors, Inc.
By its manager, Pizza Management Company, LLC

By: 
Dan Patel, Vice President

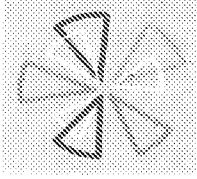




Company:




Yes Caps, LLC
By its manager OnWin, LLC





x 
Name: Dan Patel






Title: Vice President



EXHIBIT A
to
Trademark Assignment Agreement

Mark	Jurisdiction	App / Reg No.	Goods and Services
	USA	App 88190060 Reg 5751377	INT. CL. 43 RESTAURANT SERVICES
CICIS	USA	App 86955727 Reg 5073041	INT. CL. 30 BREAD STICKS; BROWNIES; CINNAMON ROLLS; PASTA; PASTRIES; PIZZA INT. CL. 43 RESTAURANT SERVICES
	USA	App 86756101 Reg 5492555	INT. CL. 43 RESTAURANT SERVICES
	USA	App 86756228 Reg 5492556	INT. CL. 30 CINNAMON ROLLS; PASTA; PIZZA INT. CL. 43 RESTAURANT SERVICES
	USA	App 86749964 Reg 5177284	INT. CL. 30 CINNAMON ROLLS; PASTA; PIZZA INT. CL. 43 RESTAURANT SERVICES
	USA	App 86750188 Reg 5060799	INT. CL. 30 CINNAMON ROLLS; PASTA; PIZZA INT. CL. 43 RESTAURANT SERVICES

FIERY MANGO TANGO	USA	App 86712756 Reg 4949909	INT. CL. 30 PIZZA
BETTER. BELIEVE IT.	USA	App 86412027 Reg 4878388	INT. CL. 30 CINNAMON ROLLS; PASTA; PIZZA INT. CL. 43 RESTAURANT SERVICES; TAKE-OUT RESTAURANT SERVICES
	USA	App 86351680 Reg 4667732	INT. CL. 43 RESTAURANT SERVICES
CICI'S PIZZA COUNTER	USA	App 86351675 Reg 4667731	INT. CL. 43 RESTAURANT SERVICES
ENDLESS PIZZA. ENDLESS VALUE.	USA	App 86278383 Reg 4670494	INT. CL. 43 RESTAURANT SERVICES
DRINK UP SUMMER	USA	App 86069093 Reg 4591695	INT. CL. 41 CONDUCTING CONTESTS AND SWEEPSTAKES INT. CL. 43 RESTAURANT SERVICES
	USA	App 85700944 Reg 4341504	INT. CL. 43 RESTAURANT SERVICES
	USA	App 85700977 Reg 4341505	INT. CL. 43 RESTAURANT SERVICES

	USA	App 85700983 Reg 4341506	INT. CL. 43 RESTAURANT SERVICES
CICI'S BUFFET ON THE GO	USA	App 77733799 Reg 3727837	INT. CL. 43 RESTAURANT SERVICES; TAKE-OUT RESTAURANT SERVICES
	USA	App 78843980 Reg 3293786	INT. CL. 30 PIZZA, PASTA, CINNAMON ROLLS INT. CL. 43 RESTAURANT SERVICES
	USA	App 78843986 Reg 3251151	INT. CL. 30 PIZZA AND PASTA INT. CL. 43 RESTAURANT AND DELIVERY SERVICES
CICI'S	USA	App 76389990 Reg 2680694	INT. CL. 30 PIZZA
CICI'S	USA	App 74215915 Reg 1712523	INT. CL. 42 RESTAURANT SERVICES
CICI'S PIZZA	Florida	Reg T12000000958 Reg 28-SEP- 2012	Restaurant services State Class(es): 43
	Common Law	App 88348933 App 20-MAR- 2019	INT. CL. 30 CINNAMON ROLLS; PASTA; PIZZA INT. CL. 43 RESTAURANT SERVICES
BEYOND PIZZA	Common Law	App 88130207 App 25-SEP- 2018	INT. CL. 30 CINNAMON ROLLS; PASTA; PIZZA INT. CL. 43 RESTAURANT SERVICES

CICI'S	Canada	Reg 1200275	Franchising Services
CICI'S	Canada	Reg 1235494	Restaurant services
CICI'S	European Union	App 162958	Restaurant services
CICI'S	Mexico	Reg 1530338	Restaurant services
	Mexico	Reg 2011742	Restaurant services
	Mexico	Reg 2022139	Bread, including cinnamon rolls; pastas; pizzas
	Mexico	Reg 2011743	Bread, including cinnamon rolls; pastas; pizzas
CICIS	Mexico	Reg 2011741	Restaurant services
CICIS	Mexico	Reg 2011740	Bread, including cinnamon rolls; pastas; pizzas
	Mexico	Reg 2011744	Restaurant services
	Mexico	Reg 2011745	Bread, including cinnamon rolls; pastas; pizzas

			
	Mexico	Reg 2019175	Restaurant services
	Mexico	Reg 1272404	Restaurant services
CICIS	United Kingdom	Reg UK00900162958	Restaurant services
