

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663766

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	LICENSE
RESUBMIT DOCUMENT ID:	900623708

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yes Caps, LLC		03/10/2021	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	CiCi Enterprises, LP
Street Address:	1080 W BETHEL RD
City:	COPPELL
State/Country:	TEXAS
Postal Code:	75019
Entity Type:	Limited Partnership: DELAWARE
Name:	Top Slice, LLC
Street Address:	13355 Noel Road
Internal Address:	Suite 1645
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Limited Liability Company: DELAWARE
Name:	On Smile, LLC
Street Address:	13355 Noel Road
Internal Address:	Suite 1645
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	5751377	
Registration Number:	5073041	CICIS
Registration Number:	5492556	CICIS BEYOND PIZZA
Registration Number:	5492555	CICIS BEYOND PIZZA

TRADEMARK

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

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: 9

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TRADEMARK AND OTHER INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Trademark and Other Intellectual Property License Agreement (this "Agreement") is made and entered into as of the 10th day of March 2021 (the "Effective Date"), by and between Yes Caps, LLC, a Nevada limited liability company ("Licensor"), and CiCi Enterprises, LP ("Enterprise"), Top Slice, LLC ("Slice") and On Smile, LLC, ("Smile"), (Enterprise, Slice and Smile are collectively referred to as "Licensee") (hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Licensor is the owner of all rights, title, and interest in and to the trademarks identified in Exhibit A (the "Licensed Trademarks") and certain copyrights, trade secrets, trade dress, and other proprietary information used in the development and operation of restaurants and food facilities that operate under and provide products and services identified by the Licensed Trademarks (the "Other Intellectual Property"); and

WHEREAS, Licensor wishes to grant to Licensee, and Licensee desires to obtain from Licensor, a license to use and sublicense the use of the Licensed Trademarks and Other Intellectual Property under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and obligations contained herein, the Parties agree as follows:

TERMS

1.0 License

1.1 Licensor hereby grants Licensee an exclusive, non-transferable, non-assignable, royalty-free license ("License") to use and sublicense the use of the Licensed Trademarks and Other Intellectual Property.

1.2 The Licensed Trademarks and Other Intellectual Property, and the goodwill associated therewith, are and shall at all times remain the property of Licensor. All use of the Licensed Trademarks and Other Intellectual Property by Licensee and its sublicensees, and all goodwill generated by use of the Licensed Trademarks and Other Intellectual Property, shall inure to the benefit of and be on behalf of Licensor.

1.3 Upon the request of Licensor, Licensee shall deliver to Licensor representative samples of any of its uses of the Licensed Trademarks and Other Intellectual Property as necessary to ensure that the use of the Licensed Trademarks and Other Intellectual Property by Licensee and its sublicensees is permitted under the terms of this Agreement and that the integrity of the Licensed Trademarks and Other Intellectual Property is maintained.

2.0 Term and Termination

2.1 Except as otherwise provided herein, this Agreement and the provisions hereof shall be in full force and effect commencing on the Effective Date and extend in perpetuity.

2.2 Licensor and, solely as to the License granted to it hereunder, any Licensee may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other Party. If this Agreement is terminated by a Licensee, the termination shall only affect the License as it pertains to the terminating Licensee.

2.3 Upon expiration or termination of this Agreement, all rights of Licensee under this Agreement shall immediately terminate and Licensee shall immediately discontinue all use of the Licensed Trademarks; provided, however, that termination shall not affect any sublicenses that, as of the date of termination, have been granted by Licensee in accordance with this Agreement.

3.0 Limitation of Liability/Indemnification

3.1 Licensee agrees to indemnify, defend, and hold Licensor harmless for and from any and all claims, liabilities, judgments, damages, and losses (including attorneys' fees and costs) arising out of from or based on any action by Licensee under this Agreement including, but not limited to, Licensee's use of the Licensed Trademarks and Other Intellectual Property and its operations under the Agreement.

4.0 Governing Law

4.1 This Agreement shall be construed and interpreted in accordance with federal law and the laws of the State of Texas.

5.0 Entire Agreement and Successors in Interest

5.1 This Agreement contains the entire understanding and agreement by and between the Parties, and revokes and supersedes any prior agreements between the Parties related to the matters set forth herein, and shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement.

5.2 This Agreement shall be binding upon and inure to the benefit of the Parties, and their executors, administrators, personal representatives, heirs, successors, and assigns.


6.0 Counterparts

6.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, constitute one and the same agreement. A counterpart may be delivered to or by a Party by any means, including by fax or email.

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IN WITNESS WHEREOF, the representative of the Parties hereto, being authorized to sign on behalf of the entity for which they are signing and with full authority to legally bind such entity, have caused this Agreement to be executed on the Effective Date as set forth above.


YES CAPS, LLC
By its Manager, On Win, LLC

By:  _____

Name: Dan Patel _____

Title: Vice President _____


ON SMILE, LLC
By its Manager, On Win, LLC

By:  _____

Name: Dan Patel _____

Title: Vice President _____

TOP SLICE, LLC
By its Manager, On Win, LLC

By:  _____

Name: Dan Patel _____

Title: Vice President _____

CICI ENTERPRISES, LP
By: Top Caps, LLC, its general partner
By: On Win, LLC, its manager

By:  _____

Name: Dan Patel _____

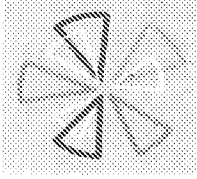




Title: Vice President _____




EXHIBIT A





to






Trademark and Other Intellectual Property License Agreement



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