

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/22/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Round Table Franchise Corporation		07/22/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Round Table Franchise Corporation
Street Address:	5555 Glenridge Connector
Internal Address:	Suite 850
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	0974138	ROUND TABLE
Registration Number:	1074693	KING ARTHUR'S SUPREME
Registration Number:	1258761	GUINEVERE'S GARDEN DELIGHT
Registration Number:	1259573	MONTAGUE'S ALL MEAT MARVEL
Registration Number:	1273769	THE RT PIZZA SANDWICH
Registration Number:	2137006	THE LAST HONEST PIZZA
Registration Number:	2490346	ROUND TABLE PIZZA & DESIGN
Registration Number:	2490356	ROUND TABLE PIZZA
Registration Number:	4608828	WOMBO COMBO
Registration Number:	5241537	ULTI WINGS
Registration Number:	5341661	ROUND TABLE CLUBHOUSE
Registration Number:	5789839	
Registration Number:	5789840	ROUND TABLE
Registration Number:	5789894	ROUND TABLE PIZZA ROYALTY
Registration Number:	5857068	ROUND TABLE
Registration Number:	5868413	RT ROUND TABLE PIZZA SINCE 1959
Registration Number:	6103287	REIGN OF FIRE

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 7344184213*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:** (734) 418-4212**Email:** ASujek@honigman.com**Correspondent Name:** Angela Alvarez Sujek**Address Line 1:** 315 E. Eisenhower Pkwy.**Address Line 2:** Suite 100**Address Line 4:** Ann Arbor, MICHIGAN 48108

NAME OF SUBMITTER:	Angela Alvarez Sujek
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SIGNATURE:	/angela alvarez sujek/
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DATE SIGNED:	10/04/2021
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Total Attachments: 10

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Secretary of State
State of California

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**CERTIFICATE OF OWNERSHIP
WITH RESPECT TO THE MERGER
OF
THE ROUND TABLE FRANCHISE CORPORATION
(a California corporation),
WITH AND INTO
THE ROUND TABLE FRANCHISE CORPORATION
(a Delaware corporation and wholly-owned
subsidiary of The Round Table Franchise Corporation)**

(Pursuant to Section 1110 of the
California Corporations Code)

Andrew A. Wiederhorn and Allen Z. Sussman do hereby certify that:

FIRST: They are the President and Secretary, respectively, of THE ROUND TABLE FRANCHISE CORPORATION, a corporation formed and existing under the laws of the State of California with California Entity Number C0907761 (the "Corporation").

SECOND: The Corporation owns One Hundred Percent (100%) of the outstanding shares of capital stock of The Round Table Franchise Corporation, a Delaware corporation (the "Subsidiary").

THIRD: The Corporation, by the following resolutions duly adopted by its Board of Directors on July 22, 2021, determined to merge the Corporation with and into the Subsidiary (the "Merger"), which resolutions are in the following words, to wit:

WHEREAS, the Board has caused the Subsidiary to be formed under the laws of the State of Delaware as a wholly-owned subsidiary of the Corporation;

WHEREAS, the Board believes it to be generally in the best interests of the Corporation and its stockholders to effect the redomestication of the Corporation from the State of California to the State of Delaware (the "Redomestication") to, among other reasons, facilitate a planned financing transaction involving the Corporation;

WHEREAS, the Board believes it to be generally in the best interests of the Corporation and its sole stockholder to effect the Redomestication through the merger of the Corporation with and into the Subsidiary (the "Merger"), with the Subsidiary surviving the Merger and continuing its existence under the laws of the State of Delaware;

WHEREAS, the Board has reviewed and carefully considered the terms and conditions of an Agreement and Plan of Merger by and between the Corporation and the Subsidiary (in substantially the form attached hereto as Exhibit A, the "Plan of Merger"), setting forth the terms and conditions upon which the Merger will be effected, including, without limitation, the method of conversion of

the shares of capital stock and other debt and equity securities of the Corporation into capital stock or debt or equity securities, as applicable, of the Subsidiary upon effectiveness of the Merger;

WHEREAS, the Board desires to approve the terms and conditions of the Merger and the Plan of Merger;

WHEREAS, pursuant to the respective provisions of the Delaware General Corporation Law and the Corporation Code of the State of California, the sole stockholder of the Corporation must approve the Merger and the Plan of Merger, and the Board desires to direct the Secretary of the Corporation to submit the Merger and the Plan of Merger for approval to the sole stockholder of the Corporation (the "Requisite Stockholder Approval"), with the recommendation of the Board that the Merger and the Plan of Merger be approved, adopted and confirmed in all respects and for all purposes; and

WHEREAS, that subject to receipt of the Requisite Stockholder Approval, the Board desires to direct the officers of the Corporation to execute and deliver the Plan of Merger and to take, or cause to be taken, such further actions as shall be necessary or desirable to effect the Merger, including, without limitation, the preparation, execution, delivery and filing of such certificates of ownership and merger with the states of Delaware and California and elsewhere as may be necessary or required to effect the Merger.

NOW, THEREFORE, BE IT RESOLVED, that the Merger and the terms and conditions of the Plan of Merger, be, and each hereby is, approved, ratified and confirmed in all respects and for all purposes; and further

RESOLVED, that the Secretary of the Corporation be, and hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to submit the Merger and the Plan of Merger for approval to the sole stockholder of the Corporation, with the recommendation of the Board that the Merger and the Plan of Merger be approved, adopted and confirmed in all respects and for all purposes; and further

RESOLVED, that, subject to receipt of the Requisite Stockholder Approval, the officers of the Corporation be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver the Plan of Merger in substantially the form thereof presented to and considered by the Board, with such changes, modifications or supplements thereto as shall be approved by the officer of the Corporation executing and delivering the Plan of Merger, the execution and delivery thereof to be deemed conclusive evidence of such officer's approval of any changes, modifications or supplements thereto; and further

RESOLVED, that, subject to receipt of the Requisite Stockholder Approval, the officers of the Corporation be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to prepare,

execute, deliver and file such certificates of ownership and merger with the states of Delaware and California and elsewhere as may be necessary or required to effect the Merger; and further

RESOLVED, that, subject to subject to receipt of the Requisite Stockholder Approval, the officers of the Corporation be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to take or cause to be taken, any and all further actions and to execute and deliver, or cause to be executed and delivered, any and all further agreements, certificates, consents, documents, letters of transmittal, notices, terminations and other instruments as such officer, with the advice of counsel, may deem to be necessary or appropriate and in the best interests of the Corporation in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, certificates, consents, documents, letters of transmittal, notices, terminations and other instruments, as the case may be, by or under the direction of such officer); and further

RESOLVED, that the Secretary or any Assistant Secretary of the Corporation be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to certify and attest any documents, certificates, instruments, signatures, capacities, or other matters which such officer may deem necessary or desirable, provided that no such certification or attestation shall be required for the validity of any particular document, certificate, instrument, signature, capacity or other matter; and further

RESOLVED, that any and all transactions by any of the officers or representatives of the Corporation, for and on behalf and in the name of the Corporation, in connection with any of the transactions contemplated by the foregoing resolutions before the adoption of the foregoing resolutions be, and such actions hereby are, ratified, confirmed and approved in all respects for all purposes as the act and deed of the Corporation.

FOURTH: The principal terms of the Plan of Merger referenced in the foregoing resolutions, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference, have been approved by the board of directors.


FIFTH: By written consent taken pursuant to Section 603 of the General Corporation Law of the State of California (the "CGCL"), the terms and conditions of the Merger and the Plan of Merger have been approved by the sole stockholder of the Corporation.


SIXTH: By written consent taken pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"), the terms and conditions of the Merger and the Plan of Merger have been approved by the Board of Directors of the Subsidiary.

SEVENTH: The DGCL permits a corporation formed thereunder to merge with a corporation of another jurisdiction.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Ownership and Merger are true and correct and of our own knowledge as of this 22nd day of July, 2021.

By: 
Name: Andrew A. Wiederhorn
Title: President and Chief Executive Officer

By: 
Name: Allen Z. Sussman
Title: Secretary

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

(Attached.)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is entered into on this 22nd day of July, 2021, by and between **THE ROUND TABLE FRANCHISE CORPORATION**, a California corporation (“Parent”), and **THE ROUND TABLE FRANCHISE CORPORATION**, a Delaware corporation (the “Company”).

RECITALS

WHEREAS, Parent is a corporation formed under the laws of the State of Delaware;

WHEREAS, the Board of Directors of Parent has approved the redomestication of Parent from the State of California to the State of Delaware (the “Redomestication”) to, among other reasons, facilitate a planned financing transaction involving Parent;

WHEREAS, the Board of Directors of Parent has caused the Company to be formed in the State of Delaware as a wholly-owned subsidiary of Parent to facilitate the Redomestication;

WHEREAS, in order to effect the Redomestication, the parties desire that Parent be merged with and into the Company, with the Company continuing its existence under the laws of the State of Delaware as the surviving corporation to such merger; and

WHEREAS, the parties desire to enter into this Agreement to provide for the terms and conditions of the merger of Parent with and into the Company, including, without limitation, the method for converting the shares of capital stock and equity and debt securities of Parent into shares of capital stock or equity or debt securities, as applicable, of the Company, as the surviving corporation to such merger.

AGREEMENT

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

1. Merger. At the Effective Time (as hereinafter defined): (i) Parent shall be merged with and into the Company (the “Merger”), (ii) the Company shall survive the Merger and continue its existence under the laws of the State of Delaware (in such capacity, the “Surviving Entity”), and (iii) the separate existence of Parent under the laws of the State of California shall cease. The Merger shall become effective upon the filing of a Certificate of Ownership, pursuant to Section 1110(e) of the Corporations Code of the State of California, with the Secretary of State of the State of California and of a Certificate of Ownership and Merger, pursuant to Section 253(a) of the General Corporation Law of the State of Delaware (the “DGCL”), with the Secretary of State of the State of Delaware (the “Effective Time”).

2. Governing Documents.

(a) The Certificate of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall, after the Effective Time, continue in full force and effect (without any amendments or modifications thereto) as the Certificate of Incorporation of the Surviving Entity (the "Certificate of Incorporation") until amended, modified, supplemented or restated in accordance with the applicable provisions thereof and of the DGCL.

(b) The bylaws of the Company, as in effect immediately prior to the Effective Time, shall, after the Effective Time, continue in full force and effect (without any amendments or modifications thereto) as the bylaws of the Surviving Entity (the "Bylaws") until amended, modified, supplemented, restated or repealed in accordance with the applicable provisions thereof, of the Certificate of Incorporation and of the DGCL.

3. Directors and Officers. The persons designated as directors and officers of the Company immediately prior to the Effective Time shall, after the Effective Time, continue as the directors and officers of the Surviving Entity, without any modification to their respective titles, authority, powers, duties or obligations, until their respective successors have been duly elected or appointed and qualified or until their earlier death, retirement, resignation or removal in accordance with the applicable provisions of the Bylaws and the DGCL.

4. Conversion of Equity Securities of Parent. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each issued and outstanding share of common stock, no par value per share, of Parent shall be converted into one (1) share of common stock, no par value per share, of the Surviving Entity.

5. Rights and Obligations.

(a) At the Effective Time, the separate existence of the Parent shall cease and the Surviving Entity shall succeed to and thereafter possess all of the rights (whether by contract or otherwise), privileges, powers, immunities, authorities, franchises (whether of a public or private nature), property, assets, subscriptions, and other interests and things in action of Parent on whatever account, and each of the foregoing shall be vested (whether by deed or otherwise) on the Surviving Entity without any impairment or reversion thereof by reason of the Merger or otherwise; provided, however, that all creditor rights and liens upon any property of Parent shall be reserved unimpaired; provided, further, that such creditor rights and liens shall be limited to the property affected thereby immediately prior to Effective Time.

(b) At the Effective Time, the separate existence of the Parent shall cease and the Surviving Entity shall assume, agree to discharge and be subject to all obligations, duties, liabilities, debts and restrictions of Parent, including, without limitation, (i) the responsibility for the preparation and filing of any and all tax reports and information returns, whether federal, state or local, which may be required by the United States of America, the State of California or any other state or municipality in which the Parent may have transacted business prior to the Effective Time, and (ii) the responsibility for the payment of (A) any promissory notes and other instruments evidencing indebtedness for borrowed money issued by Parent that is outstanding immediately prior to the Effective Time, (B) any taxes, penalties, interest or similar charges as may be owed by

Parent pursuant to the tax reports and information reports described in the preceding clause (i) or as may be necessary with respect to the termination of the corporate existence of Parent. At the Effective Time, all obligations, duties, liabilities, debts and restrictions of Parent shall thenceforth attach to the Surviving Entity, and may be enforced against the Surviving Entity to the same extent as if such obligations, duties, liabilities, debts and restrictions of Parent had been incurred or contracted by the Surviving Entity.

6. Plans, Policies, Etc. At the Effective Time, all plans, policies, acts, agreements, arrangements, approvals and authorizations of Parent and its directors, officers, agents and legal representatives which were valid and effective immediately prior to the Effective Time shall be deemed for all purposes as the plans, policies, acts, agreements, arrangements, approvals and authorizations of the Surviving Entity, and shall be as effective and binding thereon as the same were with respect to Parent. Without limiting any other provision of this Agreement, as of the Effective Time, the Surviving Entity shall assume all obligations, duties and liabilities of Parent under any and all employee benefit plans maintained or contributed to by Parent that are in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to its conflict of law provisions.

8. Amendment. This Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

9. Deferral or Abandonment. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred by the parties hereto if circumstances arise which, in the opinion of the parties hereto, make the Merger inadvisable or such deferral of the time of consummation thereof advisable.

10. Further Assurances. From time to time, as and when required or requested by Parent or the Surviving Entity, or any of their respective successors and assigns, the other party or its successors and assigns shall, in the name and on behalf thereof, execute and deliver, or cause to be executed and delivered, all such additional agreements, assignments, certificates, deeds, documents and other instruments, and take, or cause to be taken, all such further actions, in each case, as shall be necessary or appropriate to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, or its successors and assigns, the rights, title and interest in and to, and the possession of, all rights, privileges, powers, immunities, authorities, franchises, property, assets, subscriptions and other interests of Parent and to otherwise carry out the purposes of this Agreement, and the officers or authorized agents or representatives of each party are fully authorized, in the name and on behalf of such party or otherwise, to execute and deliver any and all such agreements, assignments, certificates, deeds, documents and other instruments, and to take any and all such further actions.

11. Counterparts; Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken

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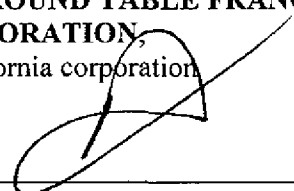
together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. Any facsimile or electronically transmitted copies hereof or signatures hereon shall, for all purposes, be deemed originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the day and year first above written.

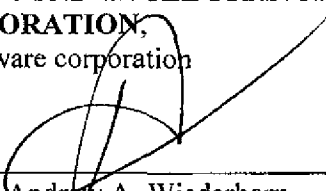
PARENT:

THE ROUND TABLE FRANCHISE CORPORATION,
a California corporation

By: 
Name: Andrew A. Wiederhorn
Title: President and Chief Executive Officer

COMPANY:

THE ROUND TABLE FRANCHISE CORPORATION,
a Delaware corporation

By: 
Name: Andrew A. Wiederhorn
Title: President and Chief Executive Officer