

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM682376

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900636101

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Neapolitan Group Holdings, LLC		12/31/2020	Limited Liability Company: DELAWARE
FIC Holdings, LLC		12/31/2020	Limited Liability Company: DELAWARE
FIC Restaurants, Inc.		12/31/2020	Corporation: MASSACHUSETTS
Friendly's Restaurants, LLC		12/30/2020	Limited Liability Company: DELAWARE
Friendly's Franchising, LLC		12/31/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Amici Partners Group, LLC
<b>Street Address:</b>	14850 Montfort Dr.
<b>Internal Address:</b>	Suite 131 PMB22
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75254
<b>Entity Type:</b>	Limited Liability Company: TEXAS

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	1093903	CLAMBOAT
<b>Registration Number:</b>	1100306	FISHAMAJIG
<b>Registration Number:</b>	1072831	FRIBBLE
<b>Registration Number:</b>	3505162	HUNKA CHUNKA PB FUDGE
<b>Registration Number:</b>	3795323	SUPERMELT
<b>Registration Number:</b>	5293887	SUPERMELT
<b>Registration Number:</b>	3535240	WHERE ICE CREAM MAKES THE MEAL
<b>Registration Number:</b>	1346611	HAPPY ENDING
<b>Registration Number:</b>	2617891	ROYAL RAZZ
<b>Registration Number:</b>	2537925	MONSTER MASH SUNDAE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2471575	BIG-TWO-DO
<b>CORRESPONDENCE DATA</b>		
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>		
Phone:	214-361-5600	
Email:	chris.elam@fghwlaw.com	
Correspondent Name:	Christopher Elam	
Address Line 1:	1700 Pacific Ave.	
Address Line 2:	Suite 3700	
Address Line 4:	Dallas, TEXAS 75201	
NAME OF SUBMITTER:	Christopher Elam	
SIGNATURE:	/Christopher Elam/	
DATE SIGNED:	10/20/2021	
<b>Total Attachments: 5</b>		
source=2020-12-31 Sundae - Trademark Assignment Agreement (Fully Executed)#page1.tif		
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of December 31, 2020, is made and entered into by and among Neapolitan Group Holdings, LLC, a Delaware limited liability company (“Neapolitan”), FIC Holdings, LLC, a Delaware limited liability company (“FIC Holdings”), FIC Restaurants, Inc., a Massachusetts corporation (“FIC Restaurants”), Friendly’s Restaurants, LLC, a Delaware limited liability company (“Friendly’s Restaurants”), Friendly’s Franchising, LLC, a Delaware limited liability company (“Friendly’s Franchising,” and together with Neapolitan, FIC Holdings, FIC Restaurants, Friendly’s Restaurants and Friendly’s Franchising, “Sellers”), and Amici Partners Group, LLC, a Texas limited liability company (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of November 1, 2020 (the “Asset Purchase Agreement”), by and among Buyer, Sellers and Neapolitan, as Sellers’ Rep.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all trademarks and trademark applications owned by Sellers, each of which are set forth on Exhibit A attached hereto (collectively, the “Marks”), free and clear of all Liens (other than Permitted Liens); and

WHEREAS, Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets, including the Marks.

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

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Marks.

2. From time to time after the Closing Date, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.


8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

*[Signature Page Follows]*

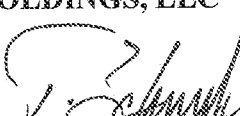
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.

**SELLERS:**


**NEAPOLITAN GROUP HOLDINGS, LLC**

By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer, Treasurer and Secretary

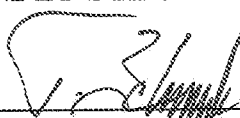
**FIC HOLDINGS, LLC**

By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer, Treasurer and Secretary

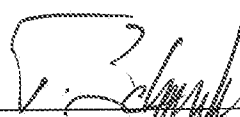
**FIC RESTAURANTS, INC.**

By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer, Treasurer and Secretary

**FRIENDLY'S RESTAURANTS, LLC**

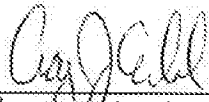
By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer, Treasurer and Secretary

**FRIENDLY'S FRANCHISING, LLC**

By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer, Treasurer and Secretary

**BUYER:**

**AMICI PARTNERS GROUP, LLC**

By:   
Name: Craig Vertich  
Title: President & CEO

*[Signature Page to Trademark Assignment Agreement]*

**Exhibit A**

**MARKS**

Mark Name	Filed Date		Application No.	Reg. Date	Registration No.	Classes
CLAMBOAT	8/15/1977		73/137,580	06/20/78	1093903	29
FISHAMAJIG	8/15/1977		73/137,579	08/22/78	1100306	30
FRIBBLE	1/19/1977		73/113,074	09/06/77	1072831	30
HUNKA CHUNKA PB FUDGE	3/12/2008		77/419,481	09/23/08	3505162	30
SUPERMELT	12/22/2009		77/898,820	05/25/10	3795323	30
SUPERMELT	4/14/2016		87/000,280	09/26/17	5293887	30
WHERE ICE CREAM MAKES THE MEAL	1/30/2008		77/383,831	11/18/08	3535240	43
HAPPY ENDING (typed drawing)	6/7/1984		73/483,946	7/2/1985	1346611	30
Royal Razz (typed drawing)	8/31/2001		76/307,224	9/10/2002	2617891	32
Monster Mash Sundae	8/24/2000		76/116,951	02/12/2002	2537925	30
Big-Two-Do	06/28/2000		76/079,809	07/24/2001	2471575	46