

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoup! IP, LLC		04/21/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Zoup Restaurant Co. LLC		
Street Address:	200 Central Avenue		
Internal Address:	Suite 615		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2797972	ZOUP!	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	937-443-6600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Thompson Hine LLP		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 4:	Miamisburg, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	100799-00004US/akc		
NAME OF SUBMITTER:	Steven J. Elleman		
SIGNATURE:	/Steven J. Elleman/		
DATE SIGNED:	05/12/2022		
Total Attachments: 2			
source=100799-00004_PO-T_ASSIGN_ZOUP IP LLC_to_ZOUP RESTAURANT CO_LLC__2022-05-12#page1.tif			
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered on this 4 day of 21, 2022, by and between: (i) Zeup! IP, LLC, a Michigan limited liability company (the "Assignor"); and (ii) Zoup Restaurant Co. LLC a Delaware limited liability company ("Assignees").

BACKGROUND

A. Assignor is the owner of all rights, title and interest in and to the following marks registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO"): (i) "ZOUP!", which was registered on December 23, 2003 at Registration No. 2,797,972.

B. In addition to the Registered Marks, Assignor is the owner of all common law trademark rights in and to the mark ZOUP!. For purposes of this Agreement, the Registered Marks and this common law mark will be referred to collectively as the "Proprietary Marks".

C. Assignor wishes to convey and assign all of its rights, obligations, title and interest in and to the Proprietary Marks, and Assignee wishes to acquire and assume all such rights, obligations, title and interest to these Proprietary Marks, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Acknowledgement.** The parties agree and acknowledge that this Agreement and the assignment contemplated herein is expressly subject to the licensing rights that Assignor has granted to any third party to utilize the Proprietary Marks in connection with the establishment, operation and advertisement of independently owned and operated The Zoup franchises that offer and provide fast casual food (each, a "Franchised Business"), as such licenses are set forth and described in the form of franchise agreement that Assignor has entered into with each third party (each, a "Franchise Agreement").

2. **Assignment.** Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Proprietary Marks in the United States, together with the goodwill of the business connected with and symbolized by the Proprietary Marks (including, without limitation, the right to renew the registration of any Proprietary Mark(s) with the USPTO, the right to apply for trademark registrations within the United States based in whole or in part upon any Proprietary Mark, and any priority right that may arise from the Proprietary Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.


3. **Authorization.** Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the USPTO to record the transfer of the registrations and/or applications for registration associated with the Proprietary Marks to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor, by and through Assignor's attorney, agrees to further execute any documents reasonably necessary to effectuate this assignment or to confirm Assignee's ownership of the Proprietary Marks.

4. **Counterparts.** This Agreement may be executed by the parties hereto in separate

counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

Zoupt IP, LLC

By: 
Eric Ersher, Chief Executive Officer

Zoup Restaurant Co, LLC

By: 
K. Reilly, Chief Executive Officer