

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM117483

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amici Partners Group, LLC		01/01/2024	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Friendly's Restaurants Group, LLC		
<b>Street Address:</b>	14860 Montfort Dr.		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73137580	CLAMBOAT	
<b>Serial Number:</b>	73137579	FISHAMAJIG	
<b>Serial Number:</b>	73113074	FRIBBLE	
<b>Serial Number:</b>	77419481	HUNKA CHUNKA PB FUDGE	
<b>Serial Number:</b>	77898820	SUPERMELT	
<b>Serial Number:</b>	87000280	SUPERMELT	
<b>Serial Number:</b>	77383831	WHERE ICE CREAM MAKES THE MEAL	
<b>Serial Number:</b>	73483946	HAPPY ENDING	
<b>Serial Number:</b>	76116951	MONSTER MASH SUNDAE	
<b>Serial Number:</b>	76079809	BIG-TWO-DO	
<b>Serial Number:</b>	90904965	CONES FOR KIDS	
<b>Serial Number:</b>	90905003	CONES FOR KIDS CAMPAIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2143615600		
<b>Email:</b>	chris.elam@fghwlaw.com,lesly@fghwlaw.com		

OP \$315.00.00 73137580

**Correspondent Name:** Christopher Elam  
**Address Line 1:** 1900 North Pearl Street  
**Address Line 2:** Suite 2100  
**Address Line 4:** Dallas, TEXAS 75201

**NAME OF SUBMITTER:** LESLY EVANS

**SIGNATURE:** LESLY EVANS

**DATE SIGNED:** 04/10/2024

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of January 1, 2024, is made and entered into by and among Amici Partners Group, LLC ("Amici"), and Friendly's Restaurants Group, LLC, a Texas limited liability company (together with its permitted successors, designees and assigns, "FRG").

WHEREAS, on or about January 1, 2024, the members of Amici distributed 100% of the membership interests in Friendly's Restaurants Franchising Co, LLC to FRG; and

WHEREAS, Amici now desires to deliver to FRG such instruments of transfer, assignment, conveyance and delivery as are required to vest in FRG all of Amici's right, title and interest in and to the trademarks as identified on Exhibit A, attached hereto and made a part hereof (collectively, 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, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amici hereby transfers, assigns, conveys and delivers to FRG 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, 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 FRG as assignee and owner of the Marks.

2. From time to time, 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 this Assignment.

3. This Assignment is being executed by Amici and FRG and shall be binding upon each of Amici and FRG, 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 Amici and FRG, 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 Amici and FRG, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

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


7. 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.

**AMICI:**

**AMICI PARTNERS GROUP, LLC**

By:   
Name: Rick Brown  
Title: Chief Financial Officer

**FRG:**

**FRIENDLY'S RESTAURANTS GROUP, LLC**

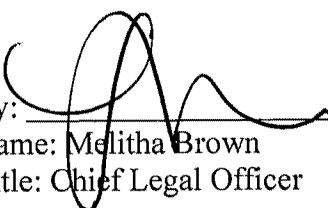

By:   
Name: Melitha Brown  
Title: Chief Legal Officer

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
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
CONES FOR KIDS	08/26/2021		90/904,965	9/20/2022	6854322	36
CONES FOR KIDS CAMPAIGN 	08/26/2021		90/905,003	7/19/2022	6799140	36