

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2007		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Shakey's Restaurants Franchising Company LLC		12/31/2007
			LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Shakey's USA, Inc.		
Street Address:	2200 West Valley Blvd.		
City:	Alhambra		
State/Country:	CALIFORNIA		
Postal Code:	91803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85211446	WORLD'S GREATEST PIZZA
CORRESPONDENCE DATA			
Fax Number:	6266961559		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	626-696-1555		
Email:	mgrace@gracelaw.com		
Correspondent Name:	Michael K. Grace		
Address Line 1:	790 E. Colorado Blvd.		
Address Line 2:	Suite 797		
Address Line 4:	Pasadena, CALIFORNIA 91101-2113		
NAME OF SUBMITTER:	Ruhi Kumar		
Signature:	/ruhikumar/		

OP \$40.00 85211446

Date:

10/30/2012

Total Attachments: 3

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AGREEMENT OF MERGER

OF

SHAKEY'S RESTAURANTS FRANCHISING COMPANY, LLC
(a California limited liability company)

WITH AND INTO

SHAKEY'S USA, INC.
(a Delaware corporation)

This Agreement and Plan of Merger (the "*Agreement*") is entered into, as of December 31, 2007, by and between Shakey's Restaurants Franchising Company LLC, a California limited liability company ("*Shakey's LLC*"), and Shakey's USA, Inc., a Delaware corporation ("*Shakey's Inc.*"), (Shakey's LLC and Shakey's Inc. being hereinafter sometimes collectively referred to as the "*Constituent Companies*").

1. Upon the terms and subject to the conditions hereof and in accordance with Section 17551 of the Beverly-Killea Limited Liability Company Act (the "*California Act*") and Section 264 of the Delaware General Corporation Law (the "*DGCL*"), Shakey's LLC shall be merged with and into Shakey's Inc. (the "*Merger*") at the Effective Time (as hereinafter defined). Following the Merger, the separate existence of Shakey's LLC shall cease, and Shakey's Inc. shall continue as the surviving entity (the "*Surviving Entity*") and shall succeed to and assume all of the rights and obligations of Shakey's LLC in accordance with the California Act and the DGCL.

2. The parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger (the "*Certificate of Merger*") with the Delaware Secretary of State pursuant to Section 264 of the DGCL, and by filing a Certificate of Merger with the California Secretary of State pursuant to Section 17552 of the California Act. When used in this Agreement of Merger, the term "*Effective Time*" shall mean December 31, 2007.

3. The Merger shall have the effects set forth in Section 264 of the DGCL and Section 17554 of the California Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all of the property, rights, privileges, powers and franchises of Shakey's LLC and Shakey's Inc. shall rest in the Surviving Entity, and all debts, liabilities and duties of Shakey's LLC and Shakey's Inc. shall become the debts, liabilities and duties of the Surviving Entity.

4. As of the Effective Time, by virtue of the Merger and without any action on the part of any member of Shakey's LLC, or the shareholders of Shakey's Inc., each membership interest in Shakey's LLC outstanding immediately prior to the Effective Time shall be canceled and extinguished without consideration. The outstanding shares of Shakey's Inc. outstanding immediately prior to the Effective Time shall continue to be outstanding and shall not be affected by the Merger.

5. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of

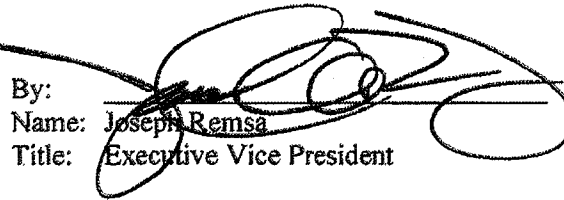
either of the Constituent Companies, or (b) otherwise to carry out the purposes of this Agreement of Merger, the Surviving Entity and its proper authorized representatives shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Companies, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of each of the Constituent Companies, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such Constituent Company and otherwise to carry out the purposes of this Agreement of Merger.

[Signature Page Follows]

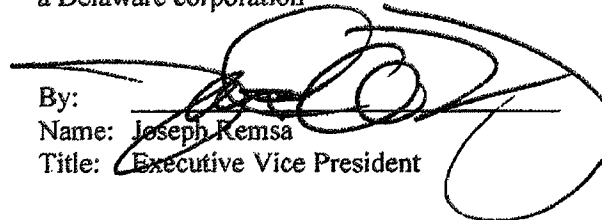
IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

SHAKEY'S RESTAURANTS FRANCHISING
COMPANY LLC,
a California limited liability company

By: Shakey's USA, Inc.,
a Delaware corporation,
Its Sole and Managing Member

By: 
Name: Joseph Remsa
Title: Executive Vice President

SHAKEY'S USA, INC.,
a Delaware corporation

By: 
Name: Joseph Remsa
Title: Executive Vice President