

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420407

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	103676867
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fired Up, Inc.		02/27/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Bluestone Franchising Company LLC
Street Address:	1514 Ranch Road 620 South
City:	Lakeway
State/Country:	TEXAS
Postal Code:	78734
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3233107	CARINO'S ITALIAN
Registration Number:	3227716	CARINO'S ITALIAN
Registration Number:	3689782	CARINO'S ITALIAN
Registration Number:	2989254	JOHNNY CARINO'S
Registration Number:	2942017	JOHNNY CARINO'S
Registration Number:	2404597	JOHNNY CARINO'S COUNTRY ITALIAN
Registration Number:	2402504	JOHNNY CARINO'S COUNTRY ITALIAN
Registration Number:	2966982	JOHNNY CARINO'S ITALIAN
Registration Number:	2966984	JOHNNY CARINO'S ITALIAN
Registration Number:	2020712	JOHNNY CARINO'S ITALIAN
Registration Number:	2093528	JOHNNY CARINO'S ITALIAN KITCHEN
Registration Number:	3766673	PASTA HARVEST
Registration Number:	2282902	SKILLETINI

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Email: TRADEMARKS@LEGALSTRATEGY.COM
Correspondent Name: HAJJAR PETERS, LLP
Address Line 1: 3144 BEE CAVES RD
Address Line 4: AUSTIN, TEXAS 78746

ATTORNEY DOCKET NUMBER: 1601.018

NAME OF SUBMITTER: Angela C. Woodbury

SIGNATURE: /Angela C. Woodbury/

DATE SIGNED: 03/21/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**TM Assignment**"), dated as of February 21, 2017, is made by Fired Up, Inc. ("**Seller**"), a Texas corporation, located at 1514 RR 620 South, Austin, Texas 78734, in favor of Bluestone Franchising Company LLC ("**Buyer**"), a Texas limited liability company, located at 1514 RR 620 South, Lakeway, Texas 78734, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Seller and Bluestone Holdings Group, LLC, Buyer's parent company, dated as of November 23, 2016 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this TM Assignment, for recording with the United States Patent and Trademark Office and corresponding offices or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding offices or agencies in any applicable jurisdictions to record and register this TM Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, at Buyer's sole

cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this TM Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This TM Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this TM Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this TM Assignment.

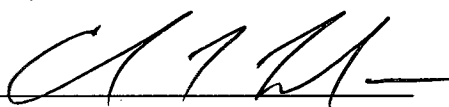
5. Successors and Assigns. This TM Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This TM Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this TM Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGES FOLLOW]

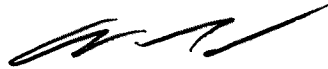
IN WITNESS WHEREOF, Seller has duly executed and delivered this TM Assignment as of the date first above written.

Fired Up, Inc.

By: 
Creed L. Ford, III, CEO

TRADEMARK ASSIGNMENT AGREEMENT AGREED TO AND ACCEPTED as of the date first written above:

Bluestone Franchising Company LLC
By: Bluestone Holdings Group, LLC, its Manager

By: 
Allan Gantes, Manager

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Register	Serial/ Application No.	Registration No.
CARINO'S ITALIAN	US Principal	78903376	3233107
CARINO'S ITALIAN plus design	US Principal	78903377	3227716
CARINO'S ITALIAN plus design	US Principal	77069911	3689782
JOHNNY CARINO'S	US Principal	78398341	2989254
JOHNNY CARINO'S plus design	US Principal	78398347	2942017
JOHNNY CARINO'S COUNTRY ITALIAN	US Principal	75482345	2404597
JOHNNY CARINO'S COUNTRY ITALIAN plus design	US Principal	75484705	2402504
JOHNNY CARINO'S ITALIAN	US Principal	78420872	2966982
JOHNNY CARINO'S ITALIAN plus design	US Principal	786421066	2966984
JOHNNY CARINO'S ITALIAN plus design	US Principal	75025876	2020712
JOHNNY CARINO'S ITALIAN KITCHEN	US Principal	74736642	2093528
PASTA HARVEST	US Principal	77788612	3766673
SKILLETINI	US Principal	75465706	2282902
CARINO'S ITALIAN	Canada	1336731	TMA751402
CARINO'S ITALIAN plus design	Canada	1336735	TMA786066
JOHNNY CARINO'S	Canada	1237736	TMA692549
JOHNNY CARINO'S plus design	Canada	1237733	TMA660729
JOHNNY CARINO'S COUNTRY ITALIAN	Canada	1158635	TMA648992
JOHNNY CARINO'S COUNTRY ITALIAN plus design	Canada	1158636	TMA649165
JOHNNY CARINO'S ITALIAN	Canada	1237602	TMA695127
JOHNNY CARINO'S ITALIAN plus design	Canada	1237601	TMA682386
CARINO'S ITALIAN	Mexico	824050	978776
CARINO'S ITALIAN plus design	Mexico	824051	978529
CARINO'S ITALIAN GRILL	Mexico	837828	1004422
CARINO'S ITALIAN GRILL plus design	Mexico	837829	1004423
JOHNNY CARINO'S	Mexico	690071	905007
JOHNNY CARINO'S plus design	Mexico	690072	905008
JOHNNY CARINO'S COUNTRY ITALIAN	Mexico	505999	752352
JOHNNY CARINO'S COUNTRY ITALIAN plus design	Mexico	505998	763590
JOHNNY CARINO'S ITALIAN	Mexico	688492	919060
JOHNNY CARINO'S ITALIAN plus design	Mexico	962472	1068287