

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIZZAFIRE FRANCHISE CORP.		12/14/2018	Corporation: OHIO
SEAN BRAUSER		12/14/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	PF RESTAURANT FRANCHISING, INC.		
Street Address:	2705 Happy Joe Drive		
City:	Bettendorf		
State/Country:	IOWA		
Postal Code:	52722		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4831889	PIZZAFIRE	
CORRESPONDENCE DATA			
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>			
Email:	tmadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	12/21/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is made as of December 14, 2018, by and among PIZZAFIRE FRANCHISE CORP., an Ohio corporation ("Pizzafire"), SEAN BRAUSER ("Brauser" and together with Pizzafire, each "Assignor" and together the "Assignors") and PF RESTAURANT FRANCHISING, INC., a Delaware corporation ("Assignee").

RECITALS

A. Assignors have developed certain Intellectual Property as further defined and described in this Agreement; and

B. Pursuant to an Asset Purchase Agreement dated as of the date hereof by and among Assignors and Assignee (the "Purchase Agreement"), Assignors have conveyed, transferred, and assigned to Assignee, the Intellectual Property of Assignors. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignors and Assignee mutually agree as follows:

1. Assignment. Assignors hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to all of Pizzafire's and Brauser's respective rights, title and interest in and to all (a) foreign or domestic patents, including design patents and utility patents; (b) trademarks, service marks, trade names, trade dress, brand names, and other indicia of source of origin, whether or not registered, logos and, to the extent related to the Franchising Business, Internet domain names, web sites and URLs (including www.pizzafire.com), and all goodwill associated therewith; (c) all published and unpublished works of authorship, copyrights (registered or unregistered), databases, computer source code, object code, executable code, programs and other software and software documentation; (d) all trade secrets, inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, technology, formulas, know-how, goodwill, recipes, confidential information, tangible and intangible proprietary information or materials, including, processes, techniques, research and development information, technology, designs, plans, proposals and technical data; (e) without limitation, all applications filed, applications to be filed, renewals, reissues, reexaminations, divisionals, continuations, continuations in part, extensions and registrations relating to any of the foregoing clauses (a)-(d) above; and (f) the right and power to assert, defend and recover title to any of the foregoing and all rights to assert, defend, and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing, and all other intangible assets, in each case which are owned, utilized or held for use in the ownership and operating of the Franchising Business (the "Intellectual Property"). For the avoidance of doubt, and without limiting the foregoing, the Intellectual Property shall include the trademark listed on Exhibit A hereto.

2. Representations, Warranties and Authority. Assignors represent and warrant that:

(a) each Assignor has the authority to enter into this Agreement and neither Assignor has executed, nor will execute, any assignments, licenses, employment agreements, non-competition agreements, grants of security interests, or other agreements that may limit such Assignor's ability to enter into this Agreement or otherwise limit the effectiveness and completeness of the transfer of Intellectual Property rights as described herein;

(b) each Assignor is the author, owner, or inventor of the applicable Intellectual Property assigned to Assignee and that (except as otherwise disclosed and agreed by both parties in writing) the Intellectual Property does not contain open-source code or other code or content owned by any other third party that would require other licenses or rights not conveyed in this Agreement; and

(c) to each Assignor's knowledge, Assignee's ownership and use of the Intellectual Property shall not infringe any proprietary right of any third party, including any copyright, trade secret, patent or trademark.

3. Consideration. Assignors acknowledge and agree that each Assignor has received full and complete consideration for the rights transferred to Assignee as set forth herein.

4. Counterparts. This Intellectual Property 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 Intellectual Property 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 Intellectual Property Assignment.

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

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Signatures to follow.]

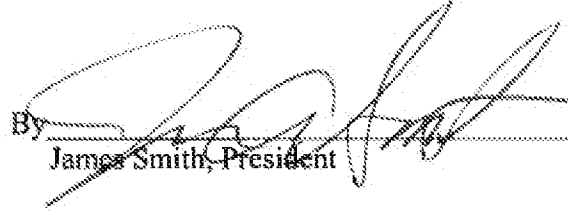
IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been duly executed by the parties hereto as of the date first written above.

ASSIGNEE:

PF RESTAURANT FRANCHISING, INC.

ASSIGNORS:

PIZZAFIRE FRANCHISE CORP.

By  _____
James Smith, President

By _____
Sean Brauser, President and CEO

Sean Brauser

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been duly executed by the parties hereto as of the date first written above.

ASSIGNEE:

PF RESTAURANT FRANCHISING, INC.

By _____
James Smith, President

ASSIGNORS:

PIZZAFIRE FRANCHISE CORP.

By Sean Brauser
Sean Brauser, President and CEO

Sean Brauser
Sean Brauser

EXHIBIT A

<u>Trademark</u>	<u>Reg. No./ Registration Date</u>	<u>Goods/ Services</u>	<u>Owner</u>
PIZZAFIRE	4831889 October 13, 2015	Class 43: Restaurant services featuring pizza	Sean Brauser