

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604157

<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>
PQ Licensing S.A.		10/01/2020	Corporation: BELGIUM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brunchco21 S.A.		
<b>Street Address:</b>	Rue de la Victoire 1		
<b>City:</b>	1060 Saint-Gilles		
<b>State/Country:</b>	BELGIUM		
<b>Entity Type:</b>	Société Anonyme (Sa): BELGIUM		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5202920	DAILY BLENDS	
<b>Registration Number:</b>	4780560	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	4644745	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	3178146	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	3298919	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	3241115	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	3671328	LE PAIN QUOTIDIEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6022625747		
<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>	602-262-5311		
<b>Email:</b>	PTO@LRRRC.COM		
<b>Correspondent Name:</b>	Jennifer A. Van Kirk		
<b>Address Line 1:</b>	201 East Washington Street, Suite 1200		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jennifer A. Van Kirk		
<b>Address Line 1:</b>	201 East Washington Street, Suite 1200		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		

OP \$190.00 5202920

<b>NAME OF SUBMITTER:</b>	Jennifer A. Van Kirk
<b>SIGNATURE:</b>	/JENNIFER A. VAN KIRK/
<b>DATE SIGNED:</b>	10/21/2020
<b>Total Attachments: 2</b> source=USA - Confirmatory Deed of Assignment#page1.tif source=USA - Confirmatory Deed of Assignment#page2.tif	

Confirmatory Deed of Assignment

Between:

PQ Licensing S.A., incorporated in Belgium under number 0453 869 136, with its registered office at Rue des Colonies 11, 1000 Brussels, Belgium (hereinafter referred to as "Assignor")

and

Brunchco Z1 S.A., incorporated in Belgium under number 0747 485 166, with its registered office at Rue de la Victoire 1, 1060 Saint-Gilles, Belgium (hereinafter referred to as "Assignee")

individually or collectively referred to as Party/Parties.

Whereas:

- A. Assignor is the owner of trademarks (including common law marks, service marks, trade dress, and other designations of origin) used in connection with the restaurant chain LE PAIN QUOTIDIEN (hereinafter referred to as "Trademarks"), some of which are registered with the United States Patent and Trademark Office and set out in the attached list.
- B. Assignor is the owner of copyrights in works developed and/or used in connection with the restaurant chain LE PAIN QUOTIDIEN (hereinafter referred to as "Copyrights"), including the copyrighted work covered by the copyright application whose details are set out in the attached list. By Agreement and by a transfer of business branch which came into effect on 10<sup>th</sup> July 2020, the Assignor has assigned to the Assignee the ownership of various assets including the Trademarks and the Copyrights.

Now therefore, the Parties confirm as follows:

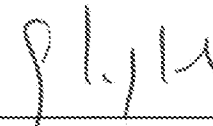
- 1. For good and valuable consideration as foreseen in the Agreement, the Assignor has assigned to the Assignee its entire right, title and interest in and to the Trademarks together with the whole goodwill of the business symbolized by the Trademarks. The Assignee has accepted the assignment and the Assignor agrees that the Assignee be recorded as owner in the United States Patent and Trademark Office against the registered trademarks shown in the attached schedule.
- 2. For good and valuable consideration as foreseen in the Agreement, the Assignor has assigned to the Assignee its entire worldwide right, title and interest in and to the Copyrights. The Assignee has accepted the assignment and the Assignor agrees that the Assignee be recorded as owner in the United States Copyright Office against the pending copyright application.
- 3. The Assignee has taken over all the rights and obligations regarding the Trademarks and Copyrights including all of the Assignor's right to all claims, demands, causes of action and rights of action for infringement or otherwise accrued or accruing and all rights to costs, damages, profits, penalties and all other relief in respect of such past infringement and the right to sue for and recover and retain the same for its own use and benefit.

This Agreement has been duly signed by the authorised representatives of both Parties.

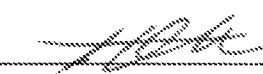
01.10.2020

For PQ Licensing S.A. (Assignor)

For Brunchco Z1 S.A. (Assignee)



Name:



Name:

A.V.O. MGMT BVBA

REPRESENTED BY

ANNICK VAN OYENBROEK

TRADEMARK  
REEL: 007081 FRAME: 0783

*Riquiedeman*

Title:  
Place:  
Date:

Title:  
Place:  
Date:

SCHEDULE - USA

<i>Trademark Name</i>	<i>Reg No</i>	<i>Class</i>
CRUNOLA	4442000	30
DAILY BLENDS	5202920	32
LE PAIN QUOTIDIEN	4780560	15
LE PAIN QUOTIDIEN	4644745	41
LE PAIN QUOTIDIEN	3178146	30
LE PAIN QUOTIDIEN	3298919	43
LE PAIN QUOTIDIEN	3241115	35
LE PAIN QUOTIDIEN and Design	3671328	22, 29, 30, 35, 43
LPQ	4686416	29, 30, 35, 43

<i>Copyright Title</i>	<i>Registration Number</i>	<i>Application Date</i>
Bread Artwork	Not yet issued	15 April 2020