

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800411

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parks Coffee California, Inc.		03/20/2023	Corporation: TEXAS
Parks Coffee Georgia, Inc.		03/20/2023	Corporation: TEXAS
Parks Coffee Missouri, Inc.		03/20/2023	Corporation: TEXAS
Parks Coffee Tennessee, Inc.		03/20/2023	Corporation: TEXAS
Circle Holdings, Inc.		03/20/2023	Corporation: TEXAS
ProStar Services, Inc.		03/20/2023	Corporation: TEXAS
ProStar Services Arizona, Inc.		03/20/2023	Corporation: TEXAS
ProStar Services Oklahoma, Inc.		03/20/2023	Corporation: TEXAS
Parks Coffee Colorado, Inc.		03/20/2023	Corporation: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Compass Group USA, Inc.
<b>Street Address:</b>	2400 Yorkmont Road
<b>Internal Address:</b>	Attn: Kathy Keller
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28217
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	6185653	A BETTER TASTE OF SERVICE
<b>Registration Number:</b>	4865971	DARKER THAN DARK
<b>Registration Number:</b>	4656190	DONUT TIME
<b>Registration Number:</b>	4083527	EIFFEL POWER
<b>Registration Number:</b>	7000135	NUTTY AUNT HAZELNUT
<b>Registration Number:</b>	4095952	PARKS & CO.FFEE
<b>Registration Number:</b>	5749036	PARKS COFFEE
<b>Registration Number:</b>	6148087	PARKS COFFEE
<b>Registration Number:</b>	3846531	SUNNY SIDE UP

TRADEMARK

900763287

REEL: 008033 FRAME: 0139

OP \$290.00 6185653

Property Type	Number	Word Mark
Registration Number:	6142444	WAKE UP YOUR BREAKROOM
Registration Number:	6185652	WE BEAN BUSINESS

**CORRESPONDENCE DATA**

**Fax Number:** 7042955389  
*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.*  
**Phone:** 704-328-2838  
**Email:** legal.trademarks-copyrights@compass-usa.com  
**Correspondent Name:** Compass Group USA, Inc.  
**Address Line 1:** 2400 Yorkmont Road  
**Address Line 2:** Attn: Kathy Keller  
**Address Line 4:** Charlotte, NORTH CAROLINA 28217

<b>NAME OF SUBMITTER:</b>	Kathy Keller
<b>SIGNATURE:</b>	/kathy keller/
<b>DATE SIGNED:</b>	04/04/2023

**Total Attachments: 7**  
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made as of this 20<sup>th</sup> day of March, 2023, by and among Compass Group USA, Inc., a Delaware corporation (“Assignee”), Parks Coffee California, Inc., a Texas corporation (“Parks California”), Parks Coffee Colorado, Inc., a Texas corporation (“Parks Colorado”), Parks Coffee Georgia, Inc., a Texas corporation (“Parks Georgia”), Parks Coffee Missouri, Inc., a Texas corporation (“Parks Missouri”), Parks Coffee Tennessee, Inc., a Texas corporation (“Parks Tennessee”), Circle Holdings, Inc., a Texas corporation (“Circle Holdings”), ProStar Services, Inc., a Texas corporation (“ProStar TX”), ProStar Services Arizona, Inc., a Texas corporation (“ProStar AZ”) and ProStar Services Oklahoma, Inc., a Texas corporation (“ProStar OK” and, collectively with Parks California, Parks Colorado, Parks Georgia, Parks Missouri, Parks Tennessee, Circle Holdings, ProStar TX and ProStar AZ, the “Assignors”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement by and among the Assignors, Assignee and other parties thereto of even date herewith. Assignors and Assignee each may be referred to in this Agreement individually as a “Party” and, collectively, as the “Parties.”

WHEREAS, Subject to the conditions of the Asset Purchase Agreement, Assignors have agreed to, on the Closing Date, sell, convey, transfer, assign and deliver to Assignee the Purchased Assets, including the Intellectual Property (as such term is defined in the Asset Purchase Agreement) and the goodwill associated therewith.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignors hereby irrevocably assign, sell, transfer and convey unto Assignee, and its legal representatives, successors and assigns, the entire right, title and interest in and to all Intellectual Property and all related common law rights, including, but not limited to, the Intellectual Property listed on Schedule A, together with the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Intellectual Property in the United States and any other country or countries; the same to be held and enjoyed by the Assignee for its own use and behalf, and its legal representatives, successors and assigns as the same would have been held by Assignors had this assignment not been made.

2. Domain Registrations. Assignors shall promptly take all steps and execute all further documents as may be necessary or reasonably requested by Assignee or the registrar of any domain names that are included in the Intellectual Property conveyed to Assignee under the Asset Purchase Agreement (the “Domain Names”) to effectuate the assignment and transfer of the Domain Names and related registrations to Assignee, including, without limitation, promptly “pushing” the Domain Names to Assignee’s account, unlocking the Domain Names, providing transfer authorization codes to Assignee or its agents, and approving any transfer requests, completion of the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Assignee. If Assignors are unable to or fail to take the

necessary steps to effectuate the transfer of the Domain Names as described hereunder, then Assignors hereby irrevocably appoint Assignee and its agents as its attorney-in-fact to execute any necessary documents, authorize any transfers and to take such actions as are necessary to effectuate the transfer of the Domain Names to Assignee.

3. Further Assurances. Assignors shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents prepared by Assignee as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the Commissioner of Patents and Trademarks of the United States, the United States Copyright Office or any other Governmental Authority; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Intellectual Property; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any Intellectual Property registrations of any of the Intellectual Property; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Agreement; and (c) obtaining any additional protection for the Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the Laws now or hereafter in effect in the United States, in each case at Assignee's cost and expense.

4. No Assignment; No Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Assignors or Assignee without the prior written consent of the other Party, and any purported assignment or delegation in violation hereof shall be null and void; provided, however, that Assignee may assign any of its rights and obligations hereunder to any Affiliate of Assignee. This Agreement is not intended to, and shall not, confer upon any other person except the Parties any rights or remedies hereunder.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

6. Governing Law; Jurisdiction; Consent to Service of Process. Delaware Law (without regard to any jurisdiction's conflict-of-laws principles) exclusively governs all matters based upon, arising out of or relating in any way to this Agreement, including all disputes, claims or causes of action arising out of or relating to this Agreement as well as the interpretation, construction, performance and enforcement of this Agreement. The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located in Wilmington, Delaware over any dispute arising out of or relating to this Agreement and each Party hereby irrevocably agrees that all claims in respect of such dispute or any Legal Proceeding related thereto shall be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of

venue of any such dispute or Legal Proceeding brought in such court or any defense of inconvenient forum for the maintenance of such dispute or Legal Proceeding. Each Party agrees that a judgment in any such dispute or Legal Proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. Each Party consents to process being served by any Party in any Legal Proceeding by the delivery of a copy thereof in accordance with Section 13 of the Asset Purchase Agreement.

7. Waiver of Jury Trial. Each of the Parties hereby irrevocably waives all right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement, the Transaction or the Transaction Documents.


8. Entire Agreement. This Agreement contains the final and entire agreement among the Parties with respect to the subject matter hereof and is intended to be an integration of all prior negotiations and understandings. No change, amendment or modification to this Agreement shall be valid unless the same is in writing and signed by each of the Parties.

[Signature pages follow.]


IN WITNESS WHEREOF, the undersigned have, personally or by their duly authorized representatives, caused this Intellectual Property Assignment Agreement to be executed as of the day and year first above written.

**ASSIGNORS:**


PARKS COFFEE CALIFORNIA, INC.

By:   
Name: Randall Parks  
Title: President


PARKS COFFEE COLORADO, INC.

By:   
Name: Randall Parks  
Title: President


PARKS COFFEE GEORGIA, INC.

By:   
Name: Randall Parks  
Title: President


PARKS COFFEE MISSOURI, INC.

By:   
Name: Randall Parks  
Title: President


PARKS COFFEE TENNESSEE, INC.

By:   
Name: Randall Parks  
Title: President


CIRCLE HOLDINGS, INC.

By:   
Name: Randall Parks  
Title: President


PROSTAR SERVICES, INC.

By:   
Name: Randall Parks  
Title: President

PROSTAR SERVICES OKLAHOMA, INC.

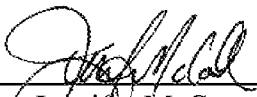
By:   
Name: Randall Parks  
Title: President

PROSTAR SERVICES ARIZONA, INC.

By:   
Name: Randall Parks  
Title: President

**ASSIGNEE:**

**COMPASS GROUP USA, INC.**

By:   
Name: Jennifer McConnell  
Title: Executive Vice President



**SCHEDULE A**

**Trademarks:**

Title	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date
A BETTER TASTE OF SERVICE	U.S.A.	88043226	6185653	July 18, 2018	October 27, 2020
Chariot	U.S.A.	90154123		September 2, 2020	
Chariot	U.S.A.	90975329		September 2, 2020	
Darker than Dark	U.S.A.	86595171	4865971	April 13, 2015	December 8, 2015
DONUT TIME	U.S.A.	86273962	4656190	May 7, 2014	December 16, 2014
Eiffel Power	U.S.A.	85334296	4083527	May 31, 2011	January 10, 2012
NUTTY AUNT HAZELNUT	U.S.A.	97256305		February 7, 2022	
PARKS & CO.FFEE design	U.S.A.	85340911	4095952	June 8, 2011	February 7, 2012
Parks Coffee (stylized)	U.S.A.	88044741	5749036	July 19, 2018	May 14, 2019
Parks Coffee (stylized)	U.S.A.	88043232	6148087	July 18, 2018	September 8, 2020
Sunny Side Up	U.S.A.	77875247	3846531	November 18, 2019	September 7, 2010
WAKE UP YOUR BREAKROOM	U.S.A.	88043201	6142444	July 18, 2018	September 1, 2020
WE BEAN BUSINESS	U.S.A.	88043219	6185652	July 18, 2018	October 27, 2020

