

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sub Express, Inc. d/b/a Omni Food Concepts		03/31/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Port City Bakery, Inc.		
Street Address:	1326 Cornell Road		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54313		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2935296	BELLARICO'S	
Registration Number:	2096487	SUB EXPRESS	
Registration Number:	2102596	SUB EXPRESS	
Registration Number:	2383965	OMNI FOOD CONCEPTS	
Registration Number:	3176986	BELLARICO'S	
Registration Number:	2815987	WINCHESTER CHICKEN	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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>			
Phone:	414-273-3500		
Email:	emcguire@gklaw.com		
Correspondent Name:	Brian G. Gilpin; Godfrey & Kahn, S.C.		
Address Line 1:	833 E. Michigan Street, Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
ATTORNEY DOCKET NUMBER:	006916-0021		
NAME OF SUBMITTER:	Brian G. Gilpin		
SIGNATURE:	/Brian G. Gilpin/		
DATE SIGNED:	04/19/2023		

CH \$165.00 2935296

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made and entered into as of March 31, 2023, by and between SUB EXPRESS, INC. (d/b/a OMNI Food Concepts), a Pennsylvania corporation ("Assignor"), and PORT CITY BAKERY, INC., a Wisconsin corporation ("Assignee") having an address of 1326 Cornell Road, Green Bay, WI 54313.

RECITALS

WHEREAS, Assignor is the owner of certain Intellectual Property Rights that it uses or holds in connection with the Business; and

WHEREAS, the parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, Gary F. Mcguirk, Donald S. Pungitore, Cris Wesner, and the Personal Goodwill Seller (the "Purchase Agreement"), in which Assignor has agreed to convey, assign, transfer and deliver all right, title and interest in and to the Transferred Intellectual Property to Assignee at the Closing.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms not specifically defined herein shall have the meanings given to them in the Purchase Agreement.
2. Assignment.
 - A. Assignor hereby irrevocably conveys, assigns, transfers, and delivers to Assignee all right, title, and interest in and to all Transferred Intellectual Property, including, without limitation, the domain name registrations and trademark registrations on Exhibit A, and the goodwill associated therewith, including, without limitation, all rights to sue for past, present and future infringements or misappropriations of such rights, and all rights to receive any income or royalties hereafter due or payable to Assignor with respect to the Transferred Intellectual Property assigned hereunder.
 - B. Assignor shall cooperate with Assignee and execute and deliver such additional information, documents, agreements, instruments, conveyances and assurances as may be reasonably required to carry out the provisions hereof and to give effect to the transactions contemplated by this Assignment Agreement, or to apply for or register any Transferred Intellectual property at Assignee's request and at the sole cost of Assignee.
 - C. With respect to the domain name registrations assigned, including those set forth in Exhibit A, Assignor will cooperate with Assignee and will follow its reasonable

instructions to effect the transfer of the domain name registrations in a timely manner to Assignee and at the sole cost of Assignee.

3. General.

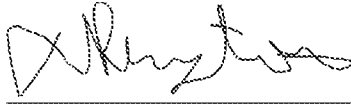
- A. Entire Agreement. This Assignment Agreement, the Purchase Agreement and any other agreement or instrument to be executed and delivered in connection with the Purchase Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede any prior understandings and agreements among the parties with respect thereto. This Assignment Agreement is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein. Nothing contained in this Assignment Agreement shall be deemed to amend, change, alter, supersede or replace any of the obligations, agreements, provisions, covenants, representations or warranties set forth in the Purchase Agreement.
- B. Amendments and Waivers. No amendment to this Assignment Agreement will be effective, valid or binding unless and to the extent set forth in writing and executed by the Assignee and the Assignor. No waiver of any provision of this Assignment Agreement will be effective, valid or binding unless and to the extent set forth in writing and executed by the party purporting to give the same.
- C. Terms of Purchase Agreement Control. In the event that there is a conflict between the terms and provisions of this Assignment Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.
- D. Successors and Assigns. This Assignment Agreement will be binding upon the parties and their respective successors and permitted assigns.
- E. Governing Law. This Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.
- F. Counterparts. This Assignment Agreement may be executed in one or more original and/or .pdf counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment Agreement by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, Assignor and Assignee, through their authorized representatives, have caused this Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

SUB EXPRESS, INC.

By: 

Name: Donald S. Pungitore

Title: President

ASSIGNEE:

PORT CITY BAKERY, INC.

By: _____

Name: Bill LaLuzerne

Title: Treasurer

IN WITNESS WHEREOF, Assignor and Assignee, through their authorized representatives, have caused this Assignment Agreement to be duly executed and delivered as of the Effective Date.

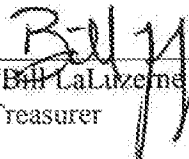
ASSIGNOR:

SUB EXPRESS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

PORT CITY BAKERY, INC.

By:  _____
Name: Bill LaLuzerne
Title: Treasurer

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

Domain Names

omnifoodconcepts.com
omnifoodconcepts.net

Trademarks

Mark	Image	Registration #	Registered
DEVINCI'S PIZZERIA & Design		3,375,266	29-Jan-2008
COLD COW ICE CREAM		3,406,309	01-Apr-2008
COLD COW ICE CREAM & Design		4,532,151	20-May-2014
BELLARICO'S		2,935,296	22-Mar-2005
SUB EXPRESS		2,096,487	16-Sep-1997
SUB EXPRESS & Design		2,102,596	07-Oct-1997
OMNI FOOD CONCEPTS		2,383,965	05-Sep-2000
BELLARICO'S		3,176,986	28-Nov-2006
WINCHESTER CHICKEN		2,815,987	24-Feb-2004