

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806090

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900755343		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Omni Food Concepts, Inc.		03/01/2023	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sub Express, Inc.		
<b>Street Address:</b>	920 Irwin Run Road		
<b>City:</b>	West Mifflin		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15122		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3375266	DEVINCI'S PIZZERIA	
<b>Registration Number:</b>	3406309	COLD COW ICE CREAM	
<b>Registration Number:</b>	4532151	COLD COW ICE CREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122091936		
<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>	4122974900		
<b>Email:</b>	iptrademark.dcg@dentons.com		
<b>Correspondent Name:</b>	Dentons Cohen & Grigsby P.C.		
<b>Address Line 1:</b>	625 Liberty Avenue		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>ATTORNEY DOCKET NUMBER:</b>	028840		
<b>NAME OF SUBMITTER:</b>	Michael E. Dukes		
<b>SIGNATURE:</b>	/michael e. dukes/		
<b>DATE SIGNED:</b>	04/26/2023		
<b>Total Attachments: 4</b> source=tmomni#page1.tif			

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”), effective as of March 1, 2023, is made by Omni Food Concepts, Inc., a Pennsylvania Corporation, having a principal address of 920 Irwin Run Road, West Mifflin, Pennsylvania 15122, United States (“**Assignor**”) and Sub Express, Inc., a Pennsylvania Corporation having a principal address of 920 Irwin Run Road, West Mifflin, Pennsylvania 15122, United States (“**Assignee**”).

Assignor is the owner of the Assigned Trademarks (as defined below); and

Assignee is desirous of acquiring any and all rights that Assignor has in and to the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW THEREFORE, the parties agree as follows:

**1. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services related to the Assigned Trademarks, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world

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

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

**3. Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

**5. Governing Law.** This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the [INSERT APPLICABLE STATE], without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date set forth above.

ASSIGNOR:

Omni Food Concepts, Inc.

By: 

Name: Donald S. Pugitore

Title: President

ASSIGNEE:



Sub Express, Inc.

By: 

Name: Donald S. Pugitore

Title: President

**SCHEDULE 1**

Mark	Jurisdiction	Registration No.	Registration Date	Class(es)
	US	3,375,266	January 29, 2008	35
COLD COW ICE CREAM	US	3,406,309	April 1, 2008	30, 35
	US	4,532,151	May 20, 2014	30, 35