

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marco's Franchising, LLC		12/28/2015	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	MP Marks, LLC		
Street Address:	6597 Nicholas Boulevard		
Internal Address:	Cap Ferrat, PH 11		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4435229	MARCO'S PIZZA	
Registration Number:	4252905	MARCO'S	
Registration Number:	4365271	BIG SQUARE DEAL	
Registration Number:	4056225	CINNASQUARES	
Registration Number:	3145461	AH!THENTIC ITALIAN PIZZA	
Registration Number:	2770764	HOT2GO	
Registration Number:	2136580	CHEF MARCO MARCO'S PIZZA SIMPLY THE BEST	
Registration Number:	1392554	MARCO'S PIZZA	
Registration Number:	1316241	CHEF MARCO'S	
Registration Number:	1172629	MARCO'S	
CORRESPONDENCE DATA			
Fax Number:	9729310124		
<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:	tmattorney@mullinlawpc.com		
Correspondent Name:	Sophilia Wu		
Address Line 1:	2425 N. Central Expy.		
Address Line 2:	Suite 200		

OP \$265.00 4435229

Address Line 4:	Richardson, TEXAS 75080
NAME OF SUBMITTER:	Sophilia Wu
SIGNATURE:	/Sophilia Wu/
DATE SIGNED:	01/07/2016
Total Attachments: 2 source=20160104 Trademark Assignment#page1.tif source=20160104 Trademark Assignment#page2.tif	

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, effective December 28, 2015, is made by and between MP Marks, LLC, a Delaware limited liability company having a place of business at 6597 Nicholas Boulevard, Cap Ferrat, PH 11, Naples FL 34108 ("ASSIGNEE"), and Marco's Franchising, LLC, an Ohio limited liability company having a place of business at 5252 Monroe St., Toledo, OH 43623 ("ASSIGNOR").

WHEREAS, ASSIGNOR is the owner of the marks set forth in the attached "Schedule A" and the goodwill of the business symbolized thereby and associated therewith, which marks were embodied by registration in the United States Patent and Trademark Office, or the applicable foreign trademark registration office (the foregoing collectively referred to as "the Marks");

WHEREAS, ASSIGNEE is desirous of acquiring the Marks, and of recording its status as owner of the entire right, title, and interest in and to the Marks;

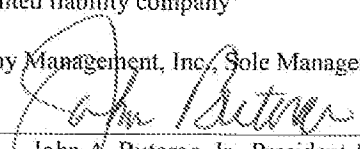
NOW, THEREFORE, for the good and valuable consideration as set forth in a separate agreement between the parties, receipt of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNOR does hereby assign, transfer, and convey to ASSIGNEE all its right, title, and interest in and to the Marks, inclusive of the goodwill of the business symbolized by the Marks, all trademark license agreements entered into by ASSIGNOR as of the effective date of this Agreement relating to the Marks, and the trademark registrations associated therewith as encompassed by the defined term "the Marks," including, but not limited to, using the Marks in ASSIGNOR trade names and corporate names.
2. ASSIGNEE hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph (1) hereof, except as otherwise agreed in writing by the parties.
3. ASSIGNOR agrees to take whatever further action is deemed necessary or appropriate by ASSIGNEE to properly and fully effect and perfect the transfer to ASSIGNEE of the Marks, to establish full custody of the Marks by ASSIGNEE, to set forth and establish the chain of title to the Marks, and to set forth and establish the first use of the Marks. For example, without limitation, ASSIGNOR agrees to execute assignments to ASSIGNEE regarding the Marks as may be required in proceedings throughout the world.
4. This Assignment Agreement shall be governed by the internal laws of the State of Florida, without reference to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their properly authorized signatories effective as of the date indicated above.

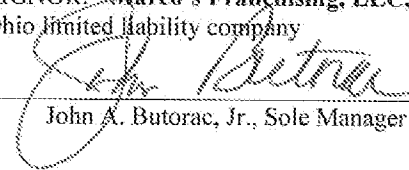
ASSIGNEE: **MP Marks, LLC**,
a Delaware limited liability company

By: J. Anthony Management, Inc., Sole Manager

By: 
John A. Butorac, Jr., President & CEO

Date: 12/28/15

ASSIGNOR: **Marco's Franchising, LLC**,
an Ohio limited liability company

By: 
John A. Butorac, Jr., Sole Manager

Date: 12/23/15

Schedule A

Mark Description	Country	Registration Date	Registration Number	Classes	Status
Marco's Pizza	Aruba	11/10/2015	32387	43	Registered
Marco's and design	Aruba	11/10/2015	32389	43	Registered
Authentic Italian Pizza	Aruba	11/10/2015	32388	30	Registered
Marco's Pizza	Bahamas	07/12/2013	32254; 32255	42; 39	Registered
Marco's Pizza	Canada	05/28/1993	TMA412731	30; 42	Registered
Marco's and design	Canada	10/20/1989	TMA360727	42	Registered
Marco's Pizza	Dominican Republic	01/02/2015	217762	43	Registered
Marco's and design	Dominican Republic	01/02/2015	217872	43	Registered
Authentic Italian Pizza	Dominican Republic	01/02/2015	215079	30	Registered
Marco's Pizza	Panama	08/11/2010	192372	43	Registered
Marco's and design	Trinidad & Tobago	03/24/2014	48,068	42	Registered
Marco's Pizza and design	USA	11/19/2013	4435229	43	Registered
Marco's	USA	12/04/2012	4252905	30; 43	Registered
Big Square Deal	USA	07/09/2013	4365271	30	Registered
Cinnasquares	USA	11/15/2011	4056225	30	Registered
Authentic Italian Pizza	USA	09/19/2006	3145461	35; 43	Registered
Hot2Go and design	USA	10/07/2003	2770764	30	Registered
Chef Marco Marco's Pizza Simply the Best	USA	02/17/1998	2136580	42	Registered
Marco's Pizza	USA	05/06/1986	1392554	30; 42	Registered
Chef Marco's and design	USA	01/22/1985	1316241	42	Registered
Marco's and design	USA	10/06/1981	1172629	42	Registered