

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toppers Pizza, Inc.		01/04/2016	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Toppers Pizza Holdings, Inc.		
Street Address:	333 W. Center Street		
City:	Whitewater		
State/Country:	WISCONSIN		
Postal Code:	53190		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2716893	TOPPERS PIZZA	
Registration Number:	3055127	TOPPERS PIZZA	
Registration Number:	3400159	TOPPERS PIZZA	
Registration Number:	3797113	MYZA	
Registration Number:	4003862	TALL BOY	
Registration Number:	3999720	TALL BOY	
Registration Number:	4013553	SPANK YOUR BUDS	
Registration Number:	4306785	DELIVERING THE GOODS	
Registration Number:	4428595	TOPPERSTIX	
Registration Number:	4428886	TOPPERSTIX	
Registration Number:	4436051	WINGS	
Serial Number:	86501915	NEVER SETTLE	
Serial Number:	86556620	TOPPERS	
Serial Number:	86556623	TOPPERSTIX	
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		

CH \$365.00 2716893

Email: jgregor@gklaw.com
Correspondent Name: Jennifer L. Gregor; Godfrey & Kahn, S.C.
Address Line 1: 780 N. Water Street
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 067451-0003

NAME OF SUBMITTER: Jennifer L. Gregor

SIGNATURE: /Jennifer L. Gregor/

DATE SIGNED: 01/08/2016

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of January 4, 2016 (the “**Effective Date**”), by and between Toppers Pizza, Inc., an Illinois corporation (“**Assignor**”), and Toppers Pizza Holdings, Inc., a Wisconsin corporation (“**Assignee**”).

RECITALS:

WHEREAS, Assignor owns rights in and to the trade names, trademarks, service marks and logos used in Toppers Pizza restaurants owned or franchised by Assignor or its affiliates, including but not limited to, those that are the subject of the federal registrations and applications listed in **Schedule A** (the “**Marks**”), and also owns: (i) technical information and proprietary know-how comprising a system of operating restaurants that feature on-premises consumption, carry-out, and delivery of pizza, breadsticks, and other products and services, all prepared in accordance with specified recipes and procedures, proprietary products (such as spice mixes, seasonings, flavorings and sauces, which are manufactured in accordance with the Assignor’s proprietary recipes, specifications or formulas), confidential information, and/or special packaging and marketing techniques; (ii) information on the design and operation of Toppers Pizza restaurants, including their distinctive features, accessories and color schemes, special recipes and menu items (including proprietary products and ingredients), uniform systems, procedures, methods, standards, specifications, inventory lists, marketing and advertising programs, operating methods, financial control concepts, training methods and teaching techniques; (iii) copyrights in and to training and operations manuals, computer software or similar technology which is proprietary to the Assignor or the Assignor’s affiliates, including, without limitation, an online ordering system, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; and (iv) data on customers (the “**Know-How**”) (the Marks and Know-How are referred to herein, collectively, as the “**Intellectual Property**”);

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee; and

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

1. **Recitals**. The parties agree that the recitals to this Agreement are true and correct, and are incorporated herein and made a part of this Agreement by this reference.

2. **Assignment and Assumption of Intellectual Property**. Assignor does hereby convey, assign, transfer and set over to Assignee, and Assignee does hereby accept the assignment of all of Assignor’s right, title and interest in, to and under the Intellectual Property, together with all rights and privileges granted and secured thereby (and the goodwill of the business symbolized by the Marks), including the right to sue and recover for any past violation,

said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

3. **Effective Date.** This Agreement is effective on the Effective Date.

4. **Additional Actions.** Assignor agrees to execute any and all powers of attorney, assignments, declarations, affidavits, applications and any other papers in connection therewith necessary to perfect all right, title and interest in Assignee. Assignor will testify in any legal proceedings, make lawful oaths and declarations, and generally take all actions necessary to vest title in Assignee in the Intellectual Property in any applicable country.

5. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and on each party's respective successors and assigns.

6. **Counterparts.** This Agreement 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 Agreement 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 Agreement.

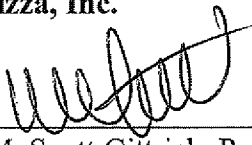
7. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Wisconsin, without regard to its conflict of laws rules.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

ASSIGNOR:

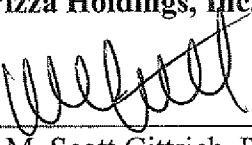
Toppers Pizza, Inc.

By: 

M. Scott Gittrich, President


ASSIGNEE:

Topper Pizza Holdings, Inc.

By: 

M. Scott Gittrich, President

**SCHEDULE A
TRADEMARKS**

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
TOPPERS PIZZA	US	2,716,893	20-May-2003	Registered
TOPPERS PIZZA	US	3,055,127	31-Jan-2006	Registered
	US	3,400,159	18-Mar-2008	Registered
MyZa	US	3,797,113	01-Jun-2010	Registered
	US	4,003,862	26-Jul-2011	Registered
TALL BOY	US	3,999,720	19-Jul-2011	Registered
SPANK YOUR BUDS	US	4,013,553	16-Aug-2011	Registered
DELIVERING THE GOODS	US	4,306,785	19-Mar-2013	Registered
TOPPERSTIX	US	4,428,595	05-Nov-2013	Registered
TOPPERSTIX	US	4,428,886	05-Nov-2013	Registered
	US	4,436,051	19-Nov-2013	Registered
NEVER SETTLE	US	86/501,915	13-Jan-2015	Pending
TOPPERS	US	86/556,620	06-Mar-2015	Pending
TOPPERSTIX	US	86/556,623	06-Mar-2015	Pending

Toppers Pizza Holdings, Inc.
IP Assignment and Assumption
1148.001/138316.3