

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simulated Wood Grain Design, LLC		04/19/2022	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pizza Espresso, LLC		
<b>Street Address:</b>	120 S Central Ave Ste 1800		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90085532	FORT	
<b>Serial Number:</b>	90151493	FORT	
<b>Serial Number:</b>	90857411	FORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	314-854-8612		
<b>Email:</b>	jml@carmodymacdonald.com		
<b>Correspondent Name:</b>	Julia Lang		
<b>Address Line 1:</b>	120 S Central Ave Ste 1800		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	Julia M Lang		
<b>SIGNATURE:</b>	/Julia Lang/		
<b>DATE SIGNED:</b>	04/19/2022		
<b>Total Attachments: 3</b>			
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source=Trademark Assignment Agreement - executed (3416677x9DB39)#page3.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Assignment*”), dated as of April 19, 2022, is made by Simulated Wood Grain Design, LLC (“*Assignor*”), a Missouri limited liability company, in favor of Pizza Espresso, LLC (“*Assignee*”), a Missouri limited liability company and the successor-in-interest to Assignor.

**WHEREAS**, Assignor has adopted, used, is using, and is the owner of the trademarks set forth on Schedule 1 hereto, for which applications are now pending in the United States Patent and Trademark Office;

**WHEREAS**, Assignee is the successor to the business, assets, and appurtenant goodwill of said Assignor; and

**WHEREAS**, Assignor wishes to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**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, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) 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;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

**3. 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.

**4. 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 State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

**IN WITNESS WHEREOF,** Assignor has duly executed and delivered this Trademark Assignment as of the date written below.

**ASSIGNOR**

Simulated Wood Grain Design, LLC

Signed:  \_\_\_\_\_

Name: Conor B Lewis


Title: CEO

Date: 4/19/22

AGREED TO AND ACCEPTED BY:

**ASSIGNEE**

Pizza Espresso, LLC

Signed:  \_\_\_\_\_

Name: Conor B Lewis

Title: CEO

Date: 4/19/22

**SCHEDULE 1**

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>
FORT	90085532	07/31/2020
<b>FORT</b>	90151493	09/01/2020
FORT	90857411	07/30/2021