

(c) sell, solicit, recruit and provide services for Restaurants or any franchised business not defined as a FIREHOUSE SUBS® Restaurant;

(d) sell and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Trade Area or Development Area and pursuant to such terms and conditions as we consider appropriate; and

(e) solicit prospective franchisees for, and own and operate, businesses and restaurants of any other kind or nature, anywhere

You may use the Internet to advertise only in compliance with the Franchise Agreement.

**ITEM 13.  
TRADEMARKS**

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your FIREHOUSE SUBS® Restaurant. The primary trademarks and service marks we use are as follows:



**FIREHOUSE SUBS®**






**FOUNDED BY FIREMEN** ®

**Trademark and Service Registrations.**

The status of the registrations of our primary Marks and certain others on the Principal Register of the United States Patent and Trademark Office (the “PTO”) is as follows:

<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>GOODS/SERVICES</b>
	1,903,135*	July 4, 1995	Restaurant services
	1,983,934*	July 2, 1996	Restaurant services, Providing of food and drink
	3,316,544*	October 23, 2007	Magnetically encoded credit cards, gift cards
	3,482,187*	August 5, 2008	Restaurant services
	3,482,188*	August 5, 2008	Restaurant franchising
	3,323,158*	October 30, 2007	Cups; Drinking cups
	3,246,353*	May 29, 2007	Restaurant franchising
	3,253,052*	June 19, 2007	Restaurant services
	3,833,616	August 17, 2010	Iced tea; Colas; Fruit flavored drinks; Fruit-flavored beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks
	2,795,059*	December 16, 2003	Charitable Fund raising
	2,866,824*	July 27, 2004	Clothing, namely t-shirts, golf shirts and polo shirts
	3,012,834*	November 8, 2005	Restaurant franchising
	3,012,835*	November 8, 2005	Restaurant services
	3,027,226*	December 13, 2005	Cereal based snack foods; foods, namely cookies and brownies
	3,031,378*	December 20, 2005	Pastries and desert items, namely cookies and brownies
	3,063,737*	February 28, 2006	Stickers
	3,070,838*	March 21, 2006	Hats; toy vehicles
	3,070,844*	March 21, 2006	Bags, namely paper bags
	3,082,197*	April 18, 2006	Paper for wrapping and packaging of food
	3,306,295*	October 9, 2007	Magnetically encoded credit cards, gift cards
	3,323,157*	October 30, 2007	Cups; Drinking cups
	3,173,205*	November 21, 2006	Sauces

<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>GOODS/SERVICES</b>
	3,357,598*	December 18, 2007	Accepting and administering monetary charitable contributions; Charitable fund raising
<b>CAPTAIN SORENSEN'S</b>	3,161,773*	October 24, 2006	Sauces
<b>CHIEF'S SALAD</b>	3,323,708*	October 30, 2007	Garden salads; Pre-cut vegetable salad; Vegetable salads
<b>ENGINEER</b>	3,355,508*	December 18, 2007	Sandwiches
<b>ENGINEER SUB</b>	2,786,569*	November 25, 2003	Food products, namely sandwiches
<b>FIREHOUSE</b>	3,000,715*	September 27, 2005	Clothing, namely shirts
<b>FIREHOUSE HERO</b>	3,323,735*	October 30, 2007	Sandwiches
<b>FIREHOUSE "HERO" SUB</b>	3,017,190*	November 22, 2005	Sandwiches
<b>FIREHOUSE STEAK &amp; CHEESE</b>	3,323,736*	October 30, 2007	Sandwiches
<b>FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION</b>	3,618,997*	May 5, 2009	Accepting and administering monetary charitable contributions; Charitable fund raising services
<b>FIREHOUSE SUBS</b>	2,606,263*	August 13, 2002	Restaurant services specializing in submarine style sandwiches for public consumption
	2,795,060*	December 16, 2003	Charitable fund raising
	3,014,796*	November 15, 2005	Restaurant franchising
	3,027,225*	December 13, 2005	Cereal based snack foods; foods, namely cookies and brownies
	3,031,377*	December 20, 2005	Pastries and desert items, namely cookies and brownies
	3,063,736*	February 28, 2006	Stickers
	3,065,955*	March 7, 2006	Bags, namely paper bags
	3,070,837*	March 21, 2006	Hats; toy vehicles
	3,082,196*	April 18, 2006	Paper for wrapping and packaging of food
	3,261,752*	July 10, 2007	Gift cards; Magnetically encoded credit cards
	3,323,156*	October 30, 2007	Cups, Drinking cups
	3,382,694*	February 12, 2008	Financial services in the field of money lending; Consumer lending services
	3,615,605*	May 5, 2009	Golf shirts; Polo shirts; Shirts; Short-sleeved or long-sleeved shirts; T-shirts; Short-sleeved shirts; Sports shirts; Sport shirts; sports shirts with short sleeves; T-shirts; Tee-shirts
	3,827,073	August 3, 2010	Iced tea; Colas; Fruit flavored drinks; Fruit-flavored beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks
	<b>FOUNDED BY FIREMEN †</b>	3,413,742*	April 15, 2008
<b>FOUNDED BY FIREMEN †</b>	3,413,743*	April 15, 2008	Restaurant franchising
<b>FULLY INVOLVED</b>	2,784,438*	November 18, 2003	Restaurant services
<b>HOO &amp; LADDER</b>	3,323,733*	October 30, 2007	Sandwiches
<b>HOO &amp; LADDER SUB</b>	2,797,711*	December 23, 2003	Food products, namely sandwiches
<b>NEW YORK STEAMER</b>	3,323,734*	October 30, 2007	Sandwiches
<b>NEW YORK STEAMER SUB</b>	2,802,416*	January 6, 2004	Food products, namely sandwiches

<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>GOODS/SERVICES</b>
	3,791,438	May 18, 2010	Fruit-flavored beverages
<b>FIREHOUSE MEATBALL</b>	3,751,737	February 23, 2010	Sandwiches
<b>THE ROOKIE</b>	3,847,091	September 14, 2010	Restaurant services; prepared lunches, dinners and meals; box lunches, box dinners and box meals; prepackaged lunches, dinners and meals; catering services, restaurant catering
<b>MAKE IT A DOUBLE</b>	3,982,660	June 21, 2011	Restaurant services, featuring specialty prepared sandwiches
<b>OUR WAY BEATS THEIR WAY. IF YOU DON'T AGREE ITS FREE.</b>	4,229,755	October 23, 2012	Restaurant services
	4,618,210	October 7, 2014	Fruit-flavored beverages
<b>HOOK &amp; LADDER SALAD</b>	4,639,976	November 18, 2014	Garden salads; Salads, namely, garden and vegetable salads with meat and cheese
<b>FIREHOUSE SALAD</b>	4,639,978	November 18, 2014	Garden salads; Salads, namely, garden and vegetable salads with meat and cheese
<b>HOOK &amp; LADDER LIGHT</b>	4,639,977	November 18, 2014	Sandwiches
<b>CAPT. SORENSEN'S DATIL PEPPER GRILLED CHICKEN</b>	4,698,358	March 10, 2015	Sandwiches
<b>HEROFUEL</b>	4,879,768	January 5, 2016	Promoting the public awareness of charitable giving of others, namely, publicizing charitable donations, good deeds, random acts of kindness and inspirational sorties and happy and healthy living, promoting public awareness in the field of charitable giving of others, good deeds, acts of kindness, inspirational stories, and happy and healthy living; providing an on-line forum for the sharing of information and videos about charitable giving of others, good deeds, acts of kindness, inspirational sorties, and happy and healthy living.
<b>FIREHOUSE FUNDS</b>	4,738,798	May 19, 2015	Magnetically encoded gift cards.

\*These registrations were granted incontestable status by the PTO in accordance with 15 U.S.C. §§ 1065 and 1115(b).

†These registrations are registered on the Supplemental Register of the PTO and not on the Principal Register.

This list represents all of our primary Marks and certain others. It is not an exclusive list of Marks you will be authorized to use.

There are no agreements currently in effect which significantly limit our rights to use or license the use of our Marks in a manner material to the franchise. There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and, except as summarized below, there are no pending infringements, opposition or cancellation proceedings, or material litigation involving the principal trademarks. All affidavits and renewals required by the PTO where necessary have been filed.

FRG has granted us a worldwide, non-exclusive, license to use and to license our franchisees the right to use the Marks in connection with the ownership and operation of the Restaurants pursuant to the terms and conditions of a written Trademark, Technology and Know-How License Agreement dated December 27, 2004. The term of such agreement is perpetual.

### **Use of the Marks.**

You must follow our rules when you use the Marks. You cannot use any Mark as part of your corporate or legal business name or with modifying words, designs or symbols (except for those we license to you). You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.

### **Infringements.**

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, PTO proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our interests in the Marks.

### **Changes to the Mark.**

If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

### **Indemnification.**

We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of the Marks resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of our agreements with you. We will not indemnify you against the consequences of your use of the Marks except in accordance with the requirements of our agreements with you. You must provide written notice to us of any such claim within 10 days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. If we elect to defend the