

**ITEM 13**

**TRADEMARKS**

Under a Franchise Agreement, we will license you to operate a Franchised Business under the trademark “Savvy Sliders” (plus the designs, logos, and other current or future trademarks that we authorize you to use to identify your Restaurant).

Our affiliate, Savvy Company, owns the registrations for the following principal Proprietary Marks (among others), which are registered on the principal register of the U.S. Patent and Trademark Office (“**USPTO**”):

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
SAVVY SLIDERS	October 1, 2019	5,871,501

We also use the below Proprietary Mark. We do not have a federal registration for the below mark. Therefore, this mark does not have many legal benefits and rights as a federally registered trademark. If our right to use the mark is challenged, you may have to change to an alternative mark, which may increase your expenses.

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
	<u>N/A</u>	<u>N/A</u>

Determinations, Agreements or Uses Affecting the Proprietary Marks

In our agreement with Happy’s Pizza that authorizes our affiliate to operate and authorize others to operate Happy’s Pizza Co-Branded Restaurants, we agreed not to operate or authorize others to operate a “Savvy Sliders” restaurant within the protected area of a Happy’s Pizza Co-Branded Restaurant.

We are parties to a trademark license agreement dated June 16, 2019 with Savvy Company, our affiliate, under which Savvy Company licensed to us the right to use and to license other to use these Marks (the “**Trademark License**”). We are under common control with Savvy Company. The Trademark License may only be terminated if we are in an uncured material breach or upon our insolvency, sale, or lien by creditors against us. If the Trademark License is terminated, Savvy Company or its designee will license the Marks to you for your use as an “Savvy Sliders” franchisee for the remainder of the term of your Franchise Agreement.

Except as may be described above, there are no currently effective determinations of the USPTO, the trademark administrator of this state, or of any court, nor any pending interference, opposition, or cancellation proceedings, nor any pending material litigation involving the trademarks, service marks, trade names, logotypes, or other commercial symbols which is relevant to their use in this

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Savvy Sliders Franchise, LLC for use in the State of Minnesota shall be amended to include the following:

1. Item 5, "Initial Fees," shall be amended by the addition of the following language:

Based on the franchisor's financial condition, the Minnesota Commerce Commissioner has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$140,000 with the Minnesota Department of Commerce.

2. Item 13 is amended by the addition of the following language:

The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suite or demand regarding the use of the name.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. § 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues.

[44. To the extent mandated under Minnesota law, no statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the](#)

franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise

5. This addendum will apply only if the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce would apply on its own, ~~without referring to this addendum.~~

to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

88. To the extent mandated under Minnesota law, no statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. This amendment will apply only if the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce would apply on its own, without referring to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

**Savvy Sliders Franchise, LLC**  
Franchisor

\_\_\_\_\_  
Franchisee

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_