

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Colorado. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Colorado than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

**Item 13
TRADEMARKS**


Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by our affiliate, Pick A Scoop, Inc. We do have a federal registration for our principal trademark.

Trademark	Registration Date	Registration Number
 <p>TRD MRK I SCREAM GELATO</p>	<p>September 7, 2021</p>	<p>97015936</p>

Due to the fact that none of our trademark registrations are more than six years old, we have not filed any renewals or affidavits, but intend to do so at the time they are legally required to do so.

The following is the principal trademark that we license to you. This trademark is not owned by us. We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. We have not filed an application for registration on the Principal Register of the United States Patent and Trademark Office.

<u>Trademark</u>	<u>Application Date</u>	<u>Identification Number</u>
	<p><u>Not Applicable</u></p>	<p><u>Not Applicable</u></p>

