

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/23/2005
 900020209

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerber Agri International, LLC		02/23/2005	limited liability company: GEORGIA
RECEIVING PARTY DATA			
Name:	Los Cantaros Mexican Food, LLC		
Street Address:	1185 Northchase Pkwy., Suite 315		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30067		
Entity Type:	limited liability company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76512993	LOS CANTAROS	
CORRESPONDENCE DATA			
Fax Number:	(404)355-0998		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	770-952-4187		
Email:	bpeterzell@comcast.net		
Correspondent Name:	Toni Babb		
Address Line 1:	1185 Northchase Pkwy., Suite 315		
Address Line 4:	Marietta, GEORGIA 30067		
NAME OF SUBMITTER:	Toni Babb		
Signature:	/Toni Babb/		
Date:	02/23/2005		
Total Attachments: 1			

OP \$40.00 76512993

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and effective February 23, 2005, by and between **Gerber Agri International, LLC** ("Assignor"), and **Los Cantaros Mexican Food, LLC** ("Assignee"). In consideration of the payment of Ten Dollars (\$10.00) by Assignee to Assignor and of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Trademark Rights. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademark "Los Cantaros" as shown on the attached Exhibit A and all applications and registrations relating thereto (collectively, the "Trademark").
2. Acceptance and Indemnification. Assignee hereby accepts such assignment and shall indemnify and hold Assignor harmless from and against any and all actions, suits, proceedings, claims, demands, losses, liabilities, damages and expenses (including attorneys' and experts' fees and sums reasonably expended in investigation and settlement of litigation, pending or threatened) arising out of or in connection with this Assignment and the Trademark from and after the date hereof.
3. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and shall not be amended, except by written agreement of the parties, or waived, except by a writing executed by the party against whom such waiver is sought.
4. Severability. In the event that any one or more of the provisions, or parts of any provisions, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision or part of any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part of any provision had never been contained herein.
5. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts laws.
6. Good Faith Efforts; Further Assurances. Each party agrees to perform any further acts and to execute and deliver any instruments or documents that may be necessary or reasonably deemed advisable to carry out the purposes of this Agreement. The parties will cooperate with each other in connection with all documents or applications required or reasonably requested to effect the intent of this Agreement, including, for example, filings with the United States Patent and Trademark Office and any other agency.

Assignor:
GERBER AGRI INTERNATIONAL LLC

By: 
Laura Tabanelli, CEO

Assignee:
LOS CANTAROS MEXICAN FOOD, LLC

By: 
Laura Tabanelli, President

TRADEMARK

0000000000
REF: 003049 FRAME: 0941

