

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chronic, Inc.		11/30/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Chronic Tacos Enterprises, Inc.		
Street Address:	1640 Superior Avenue		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92627		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78179190	CHRONIC TACOS CANTINA	
CORRESPONDENCE DATA			
Fax Number:	(949)453-3311		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(949) 453-7979		
Email:	markklein@kleinlawcorp.com		
Correspondent Name:	Mark D. Klein		
Address Line 1:	15615 Alton Parkway		
Address Line 2:	Suite 175		
Address Line 4:	Irvine, CALIFORNIA 92618		
NAME OF SUBMITTER:	12/13/2006		
Signature:	/Mark D. Klein/		
Date:	12/13/2006		

OP \$40.00 78179190

Total Attachments: 3

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made this 20 day of November, 2006, by and between Chronic Tacos Enterprises, Inc., a California company (the "Company"); and Chronic, Inc., a California corporation (hereinafter, "Assignor").

RECITALS

WHEREAS, Company acknowledges that Assignor is the owner of the Trademark "CHRONIC TACOS CANTINA";

WHEREAS, Company desires to acquire the ownership rights to the Trademark "CHRONIC TACOS CANTINA" from Assignor;

WHEREAS, Assignor desires to assign all its ownership rights of the Trademark "CHRONIC TACOS CANTINA" to the Company on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Duties of the Parties.

A. Duties of Assignor. Assignor, for the consideration set forth below, agrees to assign all its rights, title and interest in and to the Trademark "CHRONIC TACOS CANTINA" Registration No. 78179190, registered April 18, 2006, to the Company.

1. The Assignor agrees to execute any and all documents necessary to cause said assignment.

B. Duties of Company. The Company agrees to accept said assignment of the Trademark "CHRONIC TACOS CANTINA".

1. The Company agrees to execute all necessary documents to cause said assignment.
2. The Company will bare all costs related to cause said assignment.

2. Compensation.

A. In consideration of \$1.00 (one dollar) the Assignor agrees to assign all its rights to the above-referenced Trademark described in this agreement to the Company.

- B. The Company will pay an amount of \$1.00 (one dollar) for the assignment of the Trademark as described in this agreement giving the Company legal ownership to said Trademark.

3. **Entire Agreement.** The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to the Assignor by the Company and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

4. **Amendments; Waivers.** This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Assignor and by a duly authorized officer of the Company. By an instrument in writing similarly executed, either party may waive compliance by the other party with any provision of this Agreement that such other party was or is obligated to comply with or perform, provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof of the exercise of any other right, remedy, or power provided herein or by law or in equity.

5. **Severability; Enforcement.** If any provision of this Agreement, or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

6. **Arbitration; Attorneys' Fees.** Any claim or controversy arising out of or relating to this Agreement will be determined and settled by Arbitration in Orange County, California according to the Arbitration Statutes applicable for that locality at that time. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

7. **Governing Law.** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California as if it was entered into by California residents to be performed entirely within California. Venue shall be in Orange County, California.

8. **Indemnification.** Assignor shall indemnify, save and hold harmless Company, its affiliates, and its representatives, from and against any and all costs, losses (including, without limitation, diminution in value), liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims and expenses (whether or not arising out of third-party claims), including, without limitation, interest, penalties, attorneys' fees and all amounts paid in investigation, or settlement of any of the foregoing (collectively, "Damages"), incurred in connection with or arising out of or resulting

from any and all liabilities in respect to the assigned trademark as of the Delivery Date. The term "Damages" as used in this section is not limited to matters asserted by third parties against a party, but includes Damages incurred or sustained by a party in the absence of third party claims.

Likewise, Company shall indemnify, save and hold harmless Assignor, its affiliates, and its representatives, from and against any and all costs, losses (including, without limitation, diminution in value), liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims and expenses (whether or not arising out of third-party claims), including, without limitation, interest, penalties, attorneys' fees and all amounts paid in investigation, or settlement of any of the foregoing (collectively, "Damages"), incurred in connection with or arising out of or resulting from any and all liabilities in respect to the assigned trademark after the Delivery.

The agreement to indemnify, defend and hold harmless set forth in the section is in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which Indemnitor may have to Indemnitee at common law or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

"COMPANY"

Dated: November 30, 2006

CHRONIC TACOS ENTERPRISES, INC.

By: _____

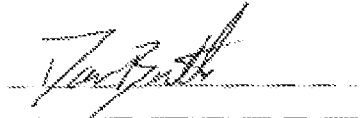

Its: President

"ASSIGNOR"

Dated: November 20, 2006

CHRONIC, INC.

By: _____


Its: President