

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
Freebirds, LP		07/16/2007	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Tavistock Freebirds, LLC		
Street Address:	2200 Powell Street		
Internal Address:	Suite 750		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2699965	FREEBIRDS	
Registration Number:	2527269	F	
Registration Number:	2214564	FREEB!RDS WORLD BURRITO	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	150 Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	7930009071		

OP \$90.00 2699965

NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	08/16/2007
Total Attachments: 4 source=Freebirds, LP assignment#page1.tif source=Freebirds, LP assignment#page2.tif source=Freebirds, LP assignment#page3.tif source=Freebirds, LP assignment#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (“Assignment”) is made and entered into and effective as of July 14, 2007 (“Effective Date”) by and between Tavistock Freebirds, LLC, a Delaware limited liability company, having a place of business at 2200 R. St., Ste. 750, Emoryville, OH 44021 (“Assignee”), and Freebirds, LP, a Delaware limited partnership having a place of business at 3326 Longmire Drive College Station, Texas 77845 (“Assignor”).

WHEREAS, Assignor has certain rights in, to and under: (a) copyrights in both published works and unpublished works, including any moral rights and mask rights; (b) fictitious business names, trade names, corporate names, registered and unregistered trademarks (including, without limitation, the names “Freebirds” and “Freebirds World Burrito” and the United States federal trademark registrations set forth on Schedule A, attached hereto) together with the goodwill of the business symbolized by such trademarks and the registrations and applications therefor, service marks, logos, trade dress, other commercial symbols, and applications; (c) any (i) patents and patent applications, and (ii) business methods, inventions, and discoveries that may be patentable; (d) computer software (source code and object code) and middleware; (e) know how, trade secrets, confidential information, technical information, data, design rights, process technology, plans, drawings, and blue prints; and (f) data relating to Assignor’s customers, vendors and suppliers (collectively, the “Intellectual Property”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignor and Assignee (the “Purchase Agreement”), Assignor is selling to Assignee, and Assignee is purchasing from Assignor, all of Assignor’s right, title and interest in and to substantially all of the assets comprising Assignor’s business, including, without limitation, all rights of Assignor in, to and under the Intellectual Property.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, and other good and valuable consideration paid to and received by Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and convey to the Assignee all Assignor’s right, title and interest in the Intellectual Property, together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past, present, or future claims arising out of any infringement thereof, such rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives as fully as the same would have been held by said Assignor if this Assignment had not been made. Assignor agrees to render all reasonably requested assistance to Assignee at Assignee’s expense in order to establish or protect Assignee’s rights in and to the Intellectual Property. Assignor agrees, without further consideration, to execute one or more further assignments covering the Intellectual Property in a form acceptable for recordation in the United States Patent and Trademark Office. In the event that Assignee is unable to secure Assignor’s signature on any documents relating to the foregoing obligation, Assignor hereby irrevocably designates and appoints Assignee or its designee(s) as Assignor’s agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in Assignor’s behalf to execute, verify and file any such document.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

By: Freebirds GP, LLC, a Delaware limited liability company, its general partner

FREEBIRDS, LP, a Delaware limited partnership

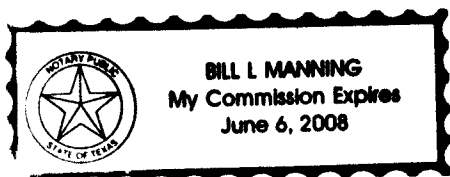
By: Alan Hixon

Name: Alan Hixon

Title: President

STATE OF TEXAS
COUNTY OF Harris

SUBSCRIBED AND SWORN to before me on this 16th day of July, 2007, appeared Alan Hixon, the person who signed this instrument, who acknowledged that s/he is the President of Freebirds, LP and that being duly authorized s/he signed such instrument as a free act on behalf of Freebirds, LP.



Notary Public: Bill L Manning

My Commission Expires: 6-6-08

The foregoing assignment by Freebirds, LP is hereby accepted as of the 16th day of July, 2007.

Assignee: **Tavistock Freebirds, LLC**, a Delaware limited liability company

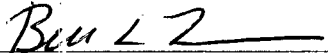
By: 

Name: Michael I. Wood

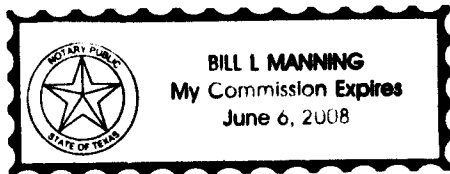
Title: Authorized Representative

STATE OF TEXAS
COUNTY OF Harris

SUBSCRIBED AND SWORN to before me on this 16th day of July, 2007, appeared Michael I. Wood, the person who signed this instrument, who acknowledged that s/he is the Authorized Representative of Tavistock Freebirds, LLC, and that being duly authorized s/he signed such instrument as a free act on behalf of Tavistock Freebirds, LLC.

Notary Public: 

My Commission Expires: 6-6-08



Schedule A
Intellectual Property

Filing Date	Registration Date	Application #	Registration # (US PTO)	Mark
3/22/2002	3/25/2003	76386213	2699965	FREEBIRDS
12/27/2000	1/8/2002	76187516	2527269	F (and Design)
11/17/1997	12/29/1998	75391346	2214564	FREEB!RDS WORLD BURRITO (and Design)