

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elevation Burger, LLC		12/19/2007	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	EBIP Holdings, LLC
Street Address:	1415 S. Edgewood Street
Internal Address:	#464
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22204
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3240531	ELEVATION BURGER A HIGHER BURGER A DOWN TO EARTH PRICE
Registration Number:	3204102	FAST FOOD DOESN'T HAVE TO BE JUNK FOOD
Registration Number:	3204043	ELEVATION BURGER
Registration Number:	3204042	ELEVATION BURGER

CORRESPONDENCE DATA

Fax Number: (703)525-2207
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-525-4000
 Email: dtemeles@beankinney.com
 Correspondent Name: David A. Temeles, Jr.
 Address Line 1: 2300 Wilson Boulevard
 Address Line 2: 7th Floor
 Address Line 4: Arlington, VIRGINIA 22201

OP \$115.00 3240531

ATTORNEY DOCKET NUMBER:	7110.000
NAME OF SUBMITTER:	David A. Temeles, Jr.
Signature:	/David A. Temeles, Jr./
Date:	04/03/2008
Total Attachments: 3 source=Trademark Agreement#page1.tif source=Trademark Agreement#page2.tif source=Trademark Agreement#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is by and between **ELEVATION BURGER, LLC**, a Virginia limited liability company (“Elevation”), and **EBIP HOLDINGS, LLC**, a Virginia limited liability company (“EBIP”)

RECITALS

WHEREAS, contemporaneous with the execution of this Assignment, Elevation and EBIP are executing an Intellectual Property Assignment Agreement to which this Assignment is referenced and attached;

WHEREAS, Elevation is the owner of all right, title and interest in and to the trademarks and the corresponding registrations set forth on **Exhibit 1** (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, EBIP desires to acquire all right, title and interest in and to the Trademarks.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Elevation hereby sells, assigns, transfers and conveys to EBIP the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by EBIP as fully and entirely as said interest could have been held and enjoyed by Elevation had this sale, assignment, transfer and conveyance not been made.

Elevation authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on **Exhibit 1** to EBIP as EBIP of Elevation’s entire right, title and interest therein. Elevation agrees to further execute any documents reasonably necessary to effect this assignment or to confirm EBIP’s ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

Exhibit 1
Trademarks

ELEVATION BURGER A HIGHER BURGER A DOWN TO EARTH PRICE

Serial No. 78599856

Reg. No. 3240531

FAST FOOD DOESN'T HAVE TO BE JUNK FOOD

Serial No. 78906008

Reg. No. 3204102

ELEVATION BURGER

Serial No. 78870141

Reg. No. 3204043

ELEVATION BURGER

Serial No. 78870114

Reg. No. 3204042

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

ELEVATION BURGER, LLC

By: [Signature]
Hans Hess, Manager

STATE OF VIRGINIA: District of Columbia
COUNTY OF _____ :

On this 19 day of December, 2007, before me, a Notary Public in and for the Commonwealth of Virginia, personally appeared Hans Hess, known by me to be the person of the above name, who signed and executed the foregoing instrument on behalf of Elevation Burger, LLC.

Given under my hand and seal of office this 19 day of ~~October~~ December, 2007.

My commission expires: 03/14/2010

[Signature]
Notary Public

EBIP HOLDINGS, LLC

By: [Signature]
Hans Hess, Manager

STATE OF VIRGINIA: District of Columbia
COUNTY OF _____ :

On this 19 day of December, 2007, before me, a Notary Public in and for the Commonwealth of Virginia, personally appeared Hans Hess, known by me to be the person of the above name, who signed and executed the foregoing instrument on behalf of EBIP Holdings, LLC.

Given under my hand and seal of office this 19 day of ~~October~~ December, 2007.

My commission expires: 03/14/2010

[Signature]
Notary Public