

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hormel Foods, LLC		10/03/2007	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bonfire Wings, Inc.		
Street Address:	19015 Match Play Dr.		
City:	Atascocita		
State/Country:	TEXAS		
Postal Code:	77346		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78708106	BONFIRE	
Serial Number:	77151514	BONFIRE WINGS & CREOLE CAFE	
CORRESPONDENCE DATA			
Fax Number:	(713)526-2230		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7135262222		
Email:	cvethan@businesslawyertx.com		
Correspondent Name:	Charles M.R. Vethan		
Address Line 1:	2909 Baldwin		
Address Line 4:	Houston, TEXAS 77006		
ATTORNEY DOCKET NUMBER:	BONFIRE		
NAME OF SUBMITTER:	Charles M.R. Vethan		
Signature:	/charles m.r. vethan/		

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REEL: 003764 FRAME: 0288

Date:

04/22/2008

Total Attachments: 2

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### CONSENT AGREEMENT

This Consent Agreement dated this 3<sup>rd</sup> day of October, 2007 ("Effective Date") is made by and between Hormel Foods, LLC, a Minnesota limited liability company with its principal place of business at 1 Hormel Place, Austin, Minnesota 55912-3680 and its parent company and affiliates (collectively "Hormel Foods") and Bonfire Wings, Inc., a Texas corporation with its principal place of business at 13030 Wood Forest Blvd, Ste. H., Houston, Texas 77015 ("Bonfire Wings").

### RECITALS

WHEREAS, Bonfire Wings has used BONFIRE WINGS ("Mark") for restaurant services for its restaurants serving chicken wings and creole cuisine ("Services").

WHEREAS, Hormel Foods is the owner of the mark BONFIRE for frankfurters and sausages, which is the subject of federal trademark application serial number 78/708,106, filed September 7, 2005.

WHEREAS, Bonfire Wings and Hormel Foods believe that these respective marks can coexist when used in connection with the respective goods and services.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Bonfire Wings and Hormel Foods agree as follows:

### AGREEMENT

1. Bonfire Wings agrees not to use or attempt to register the Mark for retail food products, or to use the Mark in connection with anything other than restaurant services for restaurants serving chicken wings and creole cuisine.

2. Hormel Foods agrees not to use or attempt to register the mark BONFIRE in connection with the Services.

3. Bonfire Wings acknowledges the trademark rights of Hormel Foods in its trademark BONFIRE for frankfurters and sausages, and agrees not to oppose Trademark Application Serial No. 78/708,106 or any other trademark application filed by Hormel Foods for the mark BONFIRE for use in relation to food products.

4. Bonfire Wings and Hormel Foods agree that there is no likelihood of confusion between their respective uses of the Mark in relation to the Services by Bonfire Wings and the mark BONFIRE in relation to frankfurters and sausages by Hormel Foods.

5. Immediately upon execution of this Agreement, Bonfire Wings shall pay Hormel Foods an administrative fee of five hundred dollars (\$500.00).

6. This Agreement is binding upon and inures to the benefit of Bonfire Wings, Hormel Foods and their respective agents, representatives, successors and assigns.

7. Each party has full power and authority to execute this agreement, and shall bear their own respective attorneys fees and costs.

8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be varied in its terms by any other prior or contemporaneous agreement, whether written or oral, or otherwise except in writing executed by authorized representatives of both parties hereto.

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

HORMEL FOODS, LLC

By: *Kevla C. Jones*

Print Name: Kevla C. Jones

Title: Secretary

BONFIRE WINGS, INC.

By: *Denise Taylor*

Print Name: Denise Taylor

Title: President