

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
K-BOB'S USA, INC.		01/01/2009	CORPORATION:

RECEIVING PARTY DATA	
Name:	Tinsley Hospitality Group, LLC
Street Address:	141 East Palace Avenue
City:	Santa Fe
State/Country:	NEW MEXICO
Postal Code:	87501
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0925262	K-BOBS
Registration Number:	1748704	CHARLOIN
Registration Number:	1748703	MERCHANTS
Registration Number:	2895763	SERVING THE FOOD AMERICA LOVES
Registration Number:	2441130	A GOOD STEAK AT AN HONEST PRICE
Registration Number:	1767781	SALAD WAGON
Registration Number:	3282930	
Registration Number:	1795149	K-BOB'S KABOB
Registration Number:	1852506	K-BOBS
Registration Number:	1841944	K-BOB'S FAMOUS KABOB
Registration Number:	1911577	RANCH HOUSE
Registration Number:	2284065	K-CARE
Registration Number:	2910859	K-BOB'S STEAKHOUSE

CORRESPONDENCE DATA	TRADEMARK
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900123877

REEL: 003912 FRAME: 0985

OP \$340.00 0925262

Fax Number: (505)982-3468
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5059823438 ext. 103
Email: ede.tinsley@thg-llc.com
Correspondent Name: Edward R. Tinsley, III
Address Line 1: 141 East Palace Avenue
Address Line 4: Santa Fe, NEW MEXICO 87501

NAME OF SUBMITTER:	Edward R. Tinsley, III
Signature:	/ert/
Date:	01/05/2009

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**"), dated and entered into as of January 1, 2009 (the "**Effective Date**"), by and between (i) K-BOB'S USA, Inc. ("K-BOB'S") and (ii) Tinsley Hospitality Group, LLC ("**THG**").

RECITALS:

WHEREAS, K-BOB'S is the owner of all right, title and interest in and to the trade/service marks and the United States registrations and/or applications therefor that are listed on Exhibit A (collectively, the "**Marks**"); and

WHEREAS, K-BOB'S is desirous of assigning, and THG is desirous of obtaining, all right, title and interest in and to the Marks.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing, and good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment

1.1. Grant. K-BOB'S hereby irrevocably assigns unto THG all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Marks, the applications and registrations therefore, and any rights of K-BOB'S to sue any third parties for any past infringement of or to the Marks, for the use and behalf of THG and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

1.2. Acknowledgement. K-BOB'S acknowledges that there may be future rights that THG may otherwise become entitled to with respect to the Marks that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future proprietary information yet to be developed, and K-BOB'S specifically intends the foregoing assignment of rights to THG to include all such now known or unknown uses, media and forms of exploitation throughout the universe.

1.3. Cooperation. K-BOB'S shall, at the request and reasonable expense of THG without further consideration, promptly communicate to THG or its representatives or nominees any facts known to K-BOB'S respecting such Marks, and will testify in any legal proceeding, sign all lawful papers, execute all applications and confirmations, make all rightful oaths and generally do everything possible to aid THG, its successors, assigns and nominees to obtain maintain, perfect, and enforce rights in and to the Marks, including, without limitation: (i) applying for, obtaining, registering and vesting in the name of THG alone (unless THG directs

otherwise) letters patent, copyright rights, or other analogous protection in any country throughout the world and when so obtained or vest to renew, maintain or restore the same; and (ii) defending in any judicial, opposition, interference or other proceeding or petition or application for revocation of such letters, patent, copyrights, or analogous protection.

2. Warranty.

Both parties warrant to each other that each has the full power and authority to enter into this Agreement, grant the rights made hereby, and perform their respective obligations under this Agreement. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

3. Limitation of Liability.

Neither party will be liable to the other party or any of the other party's customers or suppliers for any incidental, special, or consequential damages (including lost profits) suffered by such other party and or any of such party's customers or suppliers, even if it has previously been advised of such damages, arising under or relating to this Agreement.

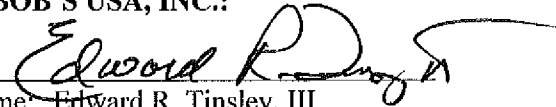
4. General Provisions.

4.1. Governing Law. This Agreement is governed by and construed in accordance with the substantive laws of the State of New Mexico.

4.2. Entire Agreement. This Agreement constitutes the complete and entire Agreement respecting the assignment of the Marks from K-BOB'S to THG, and supersedes all previous communications, oral or written, and all other communications between them relating to the Agreement, license granted hereunder, and to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

K-BOB'S USA, INC.:

By: 
Name: Edward R. Tinsley, III
Title: President and CEO

TINSLEY HOSPITALITY GROUP, LLC:


By: 
Name: Edward R. Tinsley, III
Title: Managing Member

Exhibit A

Proprietary Mark	Registration Number	Class	Application/Registration Date
K-BOB'S	925262	N/A	December 7, 1971 (Most recent renewal: December 4, 2001)
Charloin	1748704	029	January 26, 1993 (Renewed: July 11, 2003)
Merchants	1748703	029	January 26, 1993 (Renewed: May 2, 2003)
Serving the Food America Loves	2895763	043	October 19, 2004
A Good Steak at an Honest Price	2441130	042	April 3, 2001
Salad Wagon (Wordmark)	1767781	042	April 27, 1993 (Renewed: December 20, 2003)
Design (Wagon Logo)	3,282,930	043	August 21, 2007
K-BOB's KABOB	1795149	029	September 28, 1993 (Renewed: December 27, 2003)
K-BOB's (Food Product)	1852506	029	September 6, 1994 (Renewed: November 2, 2004)
K-BOB'S Famous Kabob	1841944	029	June 28, 1994 (Renewed: August 28, 2004)
Ranch House	1911577	029	August 15, 1995 (Renewed: July 19, 2005)
K-CARE	2284065	035	October 5, 1999
K-Bob's Steakhouse & Design	2910859	043	December 14, 2004