

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
Burrito Holding Company, Inc.		03/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Phil's Fresh Foods, LLC		
Street Address:	1845 Range Street		
Internal Address:	Unit A		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3483641	PHIL'S FRESH FOODS	
Registration Number:	3487507	PHIL'S FRESH FOODS	
CORRESPONDENCE DATA			
Fax Number:	(860)275-8299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
Signature:	/Jacqueline P. Scheib/		

OP \$65.00 3483641

Date:

06/19/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 17, 2009 (the "Effective Date") is between Burrito Holding Company, Inc., a Delaware corporation ("Assignor") and Phil's Fresh Foods, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks described on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, for good and valuable consideration and pursuant to a certain Contribution Agreement, dated the Effective Date, by and between Assignor and Assignee (the "Contribution Agreement"), and upon the terms and conditions set forth below, Assignor desires to assign all of its rights, title, and interest with respect to the Trademarks to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Trademarks.

NOW, THEREFORE, in consideration of the transactions contemplated by the Contribution Agreement and this Assignment and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.

2. Further Assurances. Assignor will execute any and all additional documents and take such actions that may be reasonably necessary for Assignee to perfect the transfer of rights set forth herein.

3. Representations and Warranties. This Assignment is subject to the terms and conditions of the Contribution Agreement and this Assignment, and the respective representations, warranties, covenants, agreements and obligations made in the Contribution Agreement, which are incorporated herein by reference, constitute an integral part of this Assignment.


4. Binding Provisions. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of Delaware.

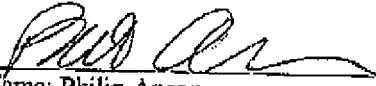
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this
Trademark Assignment as of the Effective Date.

BURRITO HOLDING COMPANY, INC.
(Assignor)

By: 
Name: Philip Anson
Title: President and CEO

PHIL'S FRESH FOODS, LLC
(Assignee)

By: 
Name: Philip Anson
Title: President and CEO

Schedule A

Trademarks

Registration No. 3,483,641

Registration No. 3,487,507