

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
Spectrum Foods, Inc.		04/17/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MacArthur Park Corporation		
Street Address:	181 Second Avenue		
Internal Address:	Suite 540		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94401		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1421507	MACARTHUR PARK	
Registration Number:	1580334	MACARTHUR PARK	
CORRESPONDENCE DATA			
Fax Number:	(925)403-0710		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	925 284 2800		
Email:	bramsey@ramseylawgroup.com		
Correspondent Name:	Bruce Ramsey		
Address Line 1:	250 Lafayette Circle		
Address Line 2:	Suite 107		
Address Line 4:	Lafayette, CALIFORNIA 94549		
ATTORNEY DOCKET NUMBER:	MACARTHUR PARK		
NAME OF SUBMITTER:	Bruce Ramsey		

OP \$65.00 1421507

900145327

**TRADEMARK
 REEL: 004078 FRAME: 0453**

Signature:	/Bruce Ramsey/
Date:	10/14/2009
Total Attachments: 4 source=executed IP assignment agreement 4-17-08#page1.tif source=executed IP assignment agreement 4-17-08#page2.tif source=executed IP assignment agreement 4-17-08#page3.tif source=executed IP assignment agreement 4-17-08#page4.tif	

ASSIGNMENT AND ASSUMPTION OF CONTRACTS
AND INTANGIBLE PROPERTY AND INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLE PROPERTY ("Assignment") is made this 7th day of April 2008, by and between Spectrum Foods, Inc, a California corporation ("Assignor") and MacArthur Park Corporation, a California corporation ("Assignee"), with reference to the following facts:

A. Assignor is bound by those certain service and other contracts and agreements currently in effect in connection with Assignor's operation and maintenance of the Property commonly known as 27 University Avenue, Palo Alto, CA 94301, and the improvements constructed thereon, all of which contracts and agreements (the "Contracts") are described in Exhibit "A" attached hereto and made a part hereof.

B. Assignor has used or acquired (or may have acquired) certain intangible rights in connection with the Property, including, but not limited to, various easements, licenses, permits, air rights, certificates of occupancy, rights of way, sewer agreements, water line agreements, utility agreements, water rights and oil, gas and mineral rights (collectively, the "Intangibles") and has also acquired, or may have acquired, certain express and implied warranties, (the "Warranties").

C. Assignor has used or acquired (or may have acquired) certain intangible : (i) all rights in the trade name "MacArthur Park" "MacArthur Park Restaurant" and the "MacArthur Park logo" and all rights to ancillary products in the market place including, but not limited to, an assignment of the "MacArthur Park" trade mark filed with the United States Patent and Trademark Office, together with all menus, stationary, cards and related items bearing the MacArthur Park trademark or logo (ii) all websites of the Restaurant including the url (iii) customer lists, mailing lists and other customer data bases, (iv) correspondence with present or prospective suppliers, (v) advertising materials, and telephone exchange numbers, (v) all operating manuals, menus and recipes and (vii) the goodwill associated with the location of the restaurant and the name "MacArthur Park" (collectively, the "Intellectual Property").

D. Pursuant to the terms of that certain Agreement to Sell and Purchase and Escrow Instructions entered into by Assignor, as Seller, and Assignee, as Purchaser (the "Purchase Agreement"), Assignor now desires to assign and transfer to Assignee all of its right, title and interest in and to (i) the Contracts, subject to all of the payments, terms, covenants, obligations, agreements and restrictions therein set forth and (ii) the Intangibles and the Warranties, to the extent such right, title and interest may exist and is assignable by Assignor, and (iii) the Intangibles and the Warranties, to the extent such right, title and interest may exist and is assignable by Assignor. Assignee desires to accept said Contracts, and be bound by the terms thereof and to accept any such Intangibles and Warranties and Intellectual Property to the extent they exist and are assignable.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein below set forth, it is agreed:

1. Effective as of the Close of Escrow, as that phrase is defined in the Purchase Agreement, Assignor assigns and transfers to Assignee and its successors and assigns, all of Assignor's right, title and interest in and to (i) the Contracts, subject to the payments, terms, covenants, obligations, agreements and restrictions set forth therein and (ii) the Intangibles and the Warranties and Intellectual Property, to the extent such right, title and interest may exist and is assignable by Assignor.

2. Effective as of the Close of Escrow, (i) Assignee accepts the assignment of the Contracts, shall be entitled to all rights and benefits accruing to the Assignor thereunder and hereby assumes and agrees to be bound by the terms thereof from and after the Close of Escrow, and (ii) Assignee accepts the assignment of the Intangibles and the Warranties and Intellectual Property and shall be entitled to all rights and benefits accruing to the Assignor thereunder and hereby assumes all obligations thereunder from and after the Close of Escrow.

3. Assignor hereby agrees to indemnify and hold harmless Assignee from any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees) which Assignee incurs under the Contracts, and from any and all claims and demands whatsoever which are asserted against Assignee by reason of any alleged obligation or undertaking or failure to perform or discharge any of the terms, covenants or agreements contained therein, which liability, loss, cost, damage, expense, claim or demand arises from acts, events or omissions occurring before the Close of Escrow.

4. Assignee hereby agrees to indemnify and hold harmless Assignor from any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees) which Assignor incurs under the Contracts, and from any and all claims and demands whatsoever which are asserted against Assignor by reason of any alleged obligation or undertaking or failure to perform or discharge any of the terms, covenants or agreements contained therein, which liability, loss, cost, damage, expense, claim or demand arises from acts, events or omissions occurring on or after the Close of Escrow.

5. This Assignment may be executed in counterparts which taken together shall constitute one and the same instrument.

6. The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Assignor hereby covenants that it will, at any time and from time to time, execute any documents and take such additional actions as Assignee or its successors or assigns shall reasonably require in order to more completely or perfectly carry out the transfers intended to be accomplished by this Assignment.

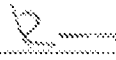
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Contracts and Intangible Property as of the date set forth above.

"ASSIGNOR"

"ASSIGNEE"

Spectrum Foods, Inc.

MacArthur Park Corporation

By: 
Ken Mucha, CEO

By: 

Its: 

EXHIBIT "A"

Ecotab
Walters on Wheels