

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fresh Enterprises, LLC	FORMERLY Fresh Enterprises, Inc., a California corporation	09/29/2009	LTD LIAB JT ST CO: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BF Properties, LLC		
<b>Street Address:</b>	5900 Katella Avenue, Bldg A, Suite 101		
<b>City:</b>	Cypress		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90630		
<b>Entity Type:</b>	LTD LIAB JT ST CO: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3129696	A LOT GOES INTO MAKING IT BAJA FRESH.	
Registration Number:	3106474	¡PRONTO GUACAMOLE!	
Registration Number:	3098141	A LOT GOES INTO MAKING IT.	
Registration Number:	2750373	BAJA FRESH MEXICAN - GRILL	
Registration Number:	3075296	CARTA BAJA	
Registration Number:	2894737	BARE BURRITO	
Registration Number:	2074654	"ENCHILADO"	
Registration Number:	2240563	NO MICROWAVES, NO CAN OPENERS, NO FREEZERS, NO LARD, NO M.S.G.	
Registration Number:	2301436	BAJA FRESH	
Registration Number:	2106453	BAJA ENSALADA	
Registration Number:	2161073	BURRITO ULTIMO	
Registration Number:	2108266	"BURRITO DOS MANOS"	
Registration Number:	1746589	BAJA FRESH FOOD CANNOT BE MADE AT MICROWAVE	

OP \$540.00 3129696

		SPEED
Registration Number:	1716822	BAJA FRESH
Registration Number:	3573389	BAJA FRESH EXPRESS
Registration Number:	3573390	BAJA FRESH EXPRESS BAJA FLAVOR, FAST & FRESH!
Registration Number:	2352381	BAJA FRESH EXPRESS
Serial Number:	77733021	KALBI
Serial Number:	77733022	KOGI
Serial Number:	77787665	BAJA GOGI
Serial Number:	77903529	TAQUIZA PACK

**CORRESPONDENCE DATA**

Fax Number: (858)259-6008  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 858-922-2170  
Email: foster@tdfoster.com  
Correspondent Name: Thomas D. Foster  
Address Line 1: 12760 High Bluff Drive, Suite 300  
Address Line 4: San Diego, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:	6069.000-00
NAME OF SUBMITTER:	Thomas D. Foster
Signature:	/Thomas D. Foster/
Date:	04/30/2010

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of September 29, 2009, is executed by and among (a) Fresh Enterprises, LLC a limited liability company organized under the laws of California (the "Assignor"), and (b) BF Properties, LLC, a limited liability company organized under the laws of Delaware (the "Assignee").

### Section 1 Definitions.

"Acquired Intellectual Property" means such intellectual property assets set forth on Schedules A, B, and C to this Agreement.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. For purposes of this definition, "control" with respect to any Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Governmental Authority" means any U.S. or foreign, federal, state, provincial or local governmental, regulatory or administrative authority, self-regulatory organization, agency, board or commission, any court, tribunal, arbitrator, judicial or arbitral body and any instrumentality of the foregoing.

"Law" means any U.S. or foreign, federal, state, provincial or local, law, ordinance, regulation, rule, code, order, final and non-appealable order, other requirement or rule of law, stock exchange rule or rule of any self-regulatory organization.

"Lien" shall mean any mortgage, deed or trust, pledge, hypothecation, security interest, assignment, encumbrance, easement, assessment, levy, transfer restriction, option, profit, claim, lien (statutory or otherwise), lease, third party interest, usufruct, preference, priority or security interest or charge of any kind.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

"Proceeding" means any action, suit, investigation, proceeding, arbitration, inquiry, hearing, assessment with respect to fines or penalties or other litigation (whether civil, criminal, administrative or investigative) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"LLC Agreement" means: (i) that certain Amended and Restated Limited Liability Company Agreement of BF Acquisition Holdings, LLC, a Delaware limited liability company, with an effective date of May 15, 2009, by and among JHW Greentree Capital, L.P., a Delaware limited partnership, Westwind Equity Partners LLC, a Delaware limited liability company, BF Strategic Investors, LLC, a Delaware limited liability company, MPlus Strategic, L.P., a

Delaware limited partnership, Caliber Capital Group, LLC, a Delaware limited liability company, Bridgeport Partners, LLC, a Nevada liability company, and David Kim.

Section 2 Sale, Assignment, Transfer, Conveyance and Delivery. Upon the terms and subject to the conditions of this Agreement and the LLC Agreements, for value received, effective as of the date of the LLC Agreement, Assignor does hereby, effective as of the date hereof, absolutely, unconditionally and irrevocably sell, assign, transfer, convey and otherwise deliver to the Assignee, and the Assignee does hereby purchase, acquire and accept from each Assignee, all of such Assignee's right, title and interest, throughout the world, in, to and under the Acquired Intellectual Property that is owned by such Assignee or in which such Assignee has any interest, including (i) the patents, patent applications and provisionals set forth on Schedule A hereto, including the entire right, title, and interest in and to all inventions disclosed therein, the right to file additional applications on any such inventions, and the entire right, title and interest in and to any applications for letters patent of the United States or other countries claiming priority to said applications, including divisions, continuations, and continuations-in-part, as well as all reissues and extensions thereof, and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, (ii) the trademarks and trademark applications set forth on Schedule B hereto, and (iii) the domain names and e-mail addresses set forth on Schedule C hereto, together with all rights of action and defenses accrued, accruing and to accrue in respect of the Acquired Intellectual Property including, without limitation, the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith (including provisional or other royalties) and to fully and entirely stand in the place of such Assignee in all matters related to all of the foregoing, in each case free and clear of any Liens. Each Assignee hereby waives, and shall cause its past, present and future employees, officers, directors, consultants and agents to waive, any moral rights, or rights equivalent thereto, that such Assignee or Persons, as the case may be, may have in or to the Acquired Intellectual Property worldwide and any such rights in or to any underlying works from which the Acquired Intellectual Property are derived, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable Law, Assignee agrees that it shall not, and shall cause its past, present and future employees, officers, directors, consultants and agents not to, assert such moral rights against the Assignor or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

Section 3 Power of Attorney. Assignee hereby, effective as of the date hereof, constitutes and appoints the Assignor the true and lawful agent and attorney-in-fact of Assignee, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignee but on behalf and for the benefit of the Assignor and its successors and assigns, from time to time to institute and prosecute, in the name of Assignee or otherwise, any and all Proceedings at Law, in equity or otherwise, that the Assignor or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure the Assignor's rights in the Acquired Intellectual Property.

Section 4 Assignment; Successors and Assigns. This Agreement shall not be assigned by any party hereto, by operation of Law or otherwise; provided, however, that the Assignor may transfer or assign all or any part of its rights and obligations hereunder, in whole

or from time to time in part, to one or more of its Affiliates. Any attempted assignment which does not comply with the provisions of this Section 4 shall be null and void *ab initio*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 5 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

Section 6 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7 Notices. All notices, requests, claims, demands and other communications to any party shall be in writing or by facsimile transmission and shall be given as follows:

if to the Assignor, to:

Fresh Enterprises, Inc.  
5900 Katella, Bldg A, Suite 101  
Cypress, Ca 90630  
Attn: David Kim

If to the Assignee, to:

BF Properties, LLC  
5900 Katella, Bldg A, Suite 101  
Cypress, Ca 90630  
Attn: David Kim

All such notices, requests, claims, demands and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

Section 8 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 9 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal

substance of the transactions contemplated hereby is not affected in a manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Assignor and the Assignee shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

[Signatures to Intellectual Property Assignment Agreement on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

**BF PROPERTIES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRESH ENTERPRISES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Intellectual Property Assignment Agreement  
between Fresh Enterprises, LLC and BF Properties, LLC]

SCHEDULE A  
PATENT APPLICATIONS  
[NONE]



**SCHEDULE B**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

Client	Case No. Client Case #	Mark	Country	Case Type	Application Number	Filing Date	Reg- No.	Reg. Date	Status
FRESH ENTERPRISES, INC. (6069)	6069 001-01	A LOT GOES INTO MAKING IT BAJA FRESH	US	US Trademark	78708727		3129696	08/15/2000	Registered
FRESH ENTERPRISES, INC. (6069)	6069 002-02	IPRONTO GUACAMOLE!	US	US Trademark	78411838		3168474	06/20/2000	Registered
FRESH ENTERPRISES, INC. (6069)	6069 005-05	A LOT GOES INTO MAKING IT.	US	US Trademark	78654228		3098141	05/06/2000	Registered
FRESH ENTERPRISES, INC. (6069)	6069 004-04	BAJA FRESH MEXICAN - GRILL & Design	US	US Trademark	78155003		3750973	08/12/2003	Registered
FRESH ENTERPRISES, INC. (6069)	6069 006-06	CARTA BAJA	US	US Trademark	76615782		3075756	04/04/2000	Registered
FRESH ENTERPRISES, INC. (6069)	6069 006-06	BARE BURRITO	US	US Trademark	76533710		2894737	10/19/2004	Registered
FRESH ENTERPRISES, INC. (6069)	6069 007-07	ENCHILADO	US	US Trademark	75054197	03/05/1995	2074054	06/24/1997	Registered
FRESH ENTERPRISES, INC. (6069)	6069 008-08	NO MICKOVAVES, NO CAN OPENERS, NO FREEZERS, NO LARD, NO M.S.G	US	US Trademark	74120259		2240563	04/26/1999	Registered
FRESH ENTERPRISES, INC. (6069)	6069 009-09	BAJA FRESH	US	US Trademark	73415515		2301436	12/21/1999	Registered
FRESH ENTERPRISES, INC. (6069)	6069 010-10	BAJA ENSALADA	US	US Trademark	73088659		2166543	10/21/1997	Registered
FRESH ENTERPRISES, INC. (6069)	6069 011-11	BURRITO ULTIMO	US	US Trademark	73088658		2164073	05/26/1998	Registered
FRESH ENTERPRISES, INC. (6069)	6069 012-12	BURRITO DOS MANOS	US	US Trademark	73054178		2108366	10/28/1997	Registered
FRESH ENTERPRISES, INC. (6069)	6069 013-13	BAJA FRESH FOOD CANNOT BE MADE AT MICROWAVE SPEED	US	US Trademark	74183283		1746389	01/12/1993	Registered
FRESH ENTERPRISES, INC. (6069)	6069 014-14	BAJA FRESH	US	US Trademark	74183104		1716822	09/15/1992	Registered
FRESH ENTERPRISES, INC. (6069)	6069 015-15	BAJA FRESH EXPRESS	US	US Trademark	77251972	07/17/2007	3577389	02/10/2009	Registered
FRESH ENTERPRISES, INC. (6069)	6069 016-16	BAJA FRESH EXPRESS BAJA FLAVOR, FAST & FRESH (stylized and/or with design)	US	US Trademark	77251970	07/17/2007	3577390	02/10/2009	Registered
FRESH ENTERPRISES, INC. (6069)	6069 017-17	BAJA FRESH	Argentina	Foreign Trademark	2243166	09/27/1999	672641	09/15/1995	Abandoned
FRESH ENTERPRISES, INC. (6069)	6069 018-18	BAJA FRESH	Australia	Foreign Trademark					Registered
FRESH ENTERPRISES, INC. (6069)	6069 019-19	BAJA FRESH	Brazil	Foreign Trademark	822086905				Abandoned

Client	Case No. Client Case #	Mark	Country	Case Type	Application Number	Filing Date	Reg. No.	Reg. Date	Status
FRESH ENTERPRISES, INC. (0009)	0000 020-20	BAJA FRESH & Design	Canada	Foreign Trademark			510141	05/26/1999	Registered
FRESH ENTERPRISES, INC. (0009)	0000 021-21	BAJA FRESH	Chile	Foreign Trademark			562 900	02/05/2000	Registered
FRESH ENTERPRISES, INC. (0009)	0000 022-22	BAJA FRESH	OHIM	Foreign Trademark			1252089	07/23/1999	Registered
FRESH ENTERPRISES, INC. (0009)	0000 023-23	BAJA FRESH	Hong Kong	Foreign Trademark			2004801511	10/20/2002	Registered
FRESH ENTERPRISES, INC. (0009)	0000 024-24	BAJA FRESH	Japan	Foreign Trademark			4078295	10/31/1997	Registered
FRESH ENTERPRISES, INC. (0009)	0000 024-25	BAJA FRESH	Japan	Foreign Trademark			4702007	06/02/2003	Registered
FRESH ENTERPRISES, INC. (0009)	0000 026-26	BAJA FRESH	Republic of Korea	Foreign Trademark			92267	09/05/2003	Registered
FRESH ENTERPRISES, INC. (0009)	0000 027-27	BAJA FRESH	Malaysia	Foreign Trademark					Abandoned
FRESH ENTERPRISES, INC. (0009)	0000 028-28	BAJA FRESH	Singapore	Foreign Trademark			702079741	04/11/2002	Registered
FRESH ENTERPRISES, INC. (0009)	0000 029-29	BAJA FRESH	Thailand	Foreign Trademark			19094		Registered
FRESH ENTERPRISES, INC. (0009)	0000 030-30	BAJA FRESH	Venezuela	Foreign Trademark	005100-00	04/14/1999			Pending
FRESH ENTERPRISES, INC. (0009)	0000 031-31	BAJA FRESH EXPRESS	US	US Trademark	75383552	11/05/1997	2532581	05/23/2000	Registered
FRESH ENTERPRISES, INC. (0009)	0000 033-32	KALBI	US	US Trademark	77733021	05/08/2000			Pending
FRESH ENTERPRISES, INC. (0009)	0000 034-33	KOGI	US	US Trademark	77733022	05/08/2000			Pending
FRESH ENTERPRISES, INC. (0009)	0000 035-34	BAJA GOGI	US	US Trademark	77787605	07/25/2000			Pending
FRESH ENTERPRISES, INC. (0009)	0000 036-35	TAQUZA	US	US Trademark					New

SCHEDULE C

Domain Names

No.	Domain Name	Expiration Date	Registrar
1	bajafresh.com	8/15/2007	Domain Bank
2	bajafresh.biz	4/26/2007	Domain Bank
3	bajafresh.info	4/27/2007	Domain Bank
4	bajafresh.org	4/27/2007	Domain Bank
5	bajafresh.us	4/26/2007	Domain Bank
6	bajafresh.name	4/27/2008	Register.com
7	bajafreshtogo.com	1/5/2008	Register.com