

05-21-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Patent

and documents or the new address(es) below.

5/20/10

1. Name of conveying party(ies):

M & K II Company

- Individual(s)
- General Partnership
- Corporation- State: Michigan
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 2, 2010

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Beef Jerky Outlet Franchise, Inc.

Internal

Address:

Street Address: 1309 Goose Creek Way

City: Seymour

State: Tennessee

Country: U.S.A. Zip: 37865

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

USPTO Serial No. 76101362

B. Trademark Registration No.(s)

3009689

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

THE BEEF JERKY OUTLET

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joe G. Bagwell, Attorney At Law

Internal Address: P.O. Box 123

Street Address: 1704 Hidden hills Road #307

City: Gatlinburg

State: Tennessee Zip: 37738

Phone Number: 865-771-0640

Fax Number: 865-934-8000

Email Address: gatlinburglawyer@hotmail.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 2510000100000057 76101362

Authorized User Name Joe G. Bagwell 40.00

9. Signature:

Signature

Joe G. Bagwell
Name of Person Signing

April 17, 2010
Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

THIS ASSIGNMENT is made and entered into by and between **M & K II Company**, a Michigan Corporation with principal offices at 2450 Wyoming Avenue, Dearborn MI 48120, hereinafter called, "Assignor" and **The Beef Jerky Outlet Franchise, Inc.**, a Tennessee Corporation, with principal office to be located at 1309 Goose Creek Way, Seymour, TN 37865 its successors and assigns, hereinafter called "Assignee".

WHEREAS, Assignor is owner of certain personal property described as follows: a U.S.

Registered Trademark:

THE BEEF JERKY OUTLET

USPTO Serial No.: 76101362

Original Filing date: 08/01/2000

Reg. # 3009689 Reg. Date: 10/25/2005

Assignment #1: Reel/Frame: 4104/0677

Received: 11/30/2009

Recorded 11/19/2009,

hereinafter called the "Property";

WHEREAS, Assignor desires to assign the Property to Assignee; and

AND WHEREAS, Assignee desires to purchase the Property;

NOW, THEREFORE, the Assignor does hereby covenant and bind itself as follows:

1. The consideration for this assignment is Fifteen Thousand Dollars (\$15,000.00) paid by Assignee to Assignor and Assignor acknowledges the sufficiency of same.

2. The consideration having been received, the Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, all of Assignor's right title and interest in the Property.

3. Assignor does hereby warrant and represent unto Assignee that Assignor is the owner of the Property, that Assignor has a good and lawful right to convey and assign the same and that the same is unencumbered and will warrant and defend the title to same against the lawful claims of all persons, whomsoever.

4. Assignor agrees to execute and deliver unto Assignee, at no cost or expense to assignor, any additional documents and instruments which assignee may reasonably determine are necessary in connection with the completion of the assignment and recordation with the U.S. Copyright and Trademark Office contemplated herein, and the failure of Assignee to demand

TRADEMARK

REEL: 004210 FRAME: 0638

such documents or instruments at or before the closing shall not alleviate the obligation of assignor to execute and deliver same at any time, upon the demand of Assignee.

5. This document is severable. If any one or more provisions of this assignment be held invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.

6. This writing is the entire agreement. No promises, representations or inducements have been made by either party and this document contains the full understanding of the parties. The parties freely waive all provisions of applicable law that may render any portion hereof unenforceable, which they may lawfully waive.

7. This agreement may be made in multiple copies and all counterparts hereof executed by the parties shall be consider an original copy hereof.

8. This Assignment shall be governed by and only enforceable under the laws of the United States of America and the State of Michigan. The venue for any dispute between the parties shall be Wayne County, Michigan.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of April, 2010.

ASSIGNOR:

ASSIGNEE:

M & K II Company

The Beef Jerky Outlet Franchise, Inc.

[Handwritten signature]

[Handwritten signature]

Title: *Vice-president*

Title: *Vice-President*

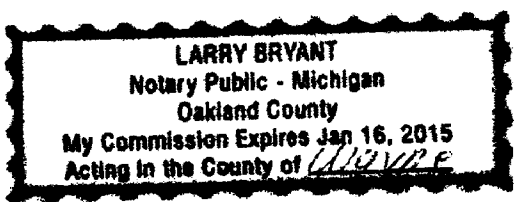
STATE OF MICHIGAN

COUNTY OF Wayne

Personally appeared before me, a Notary Public in and for said County and State, the within named Michael Kosek who made oath that he/she is the Vice President of **M & K II Company**, Assignor, and as such officer is fully authorized to to execute this Assignment on behalf of **M & K II Company**, with whom I am personally acquainted, and who acknowledged that he/she executed the within assignment for the purposes therein contained.

WITNESS my hand and seal this 2nd day of April, 2010.

[Handwritten signature]
NOTARY PUBLIC FOR ASSIGNOR
My Comm. Expires: 1/16/2015



STATE OF MICHIGAN

COUNTY OF Oakland

Personally appeared before me, a Notary Public in and for said County and State, the within named Paul Lyons Jr who made oath that he/she is the Vice President of **The Beef Jerky Outlet Franchise, Inc**, Assignee, and as such officer is fully authorized to execute this Assignment on behalf of **The Beef Jerky Outlet Franchise, Inc**, with whom I am personally acquainted, and who acknowledged that he/she executed the within assignment for the purposes therein contained.

WITNESS my hand and seal this 10 day of April, 2010.

Jodi McPherson

NOTARY PUBLIC FOR ASSIGNEE

My Comm. Expires: Sept 13, 2016

JODI MCPHERSON
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
ACTING IN THE COUNTY OF Oakland
MY COMMISSION EXPIRES SEPT. 13, 2016

THIS INSTRUMENT PREPARED BY:

Joe G. Bagwell, Attorney
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