

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
SANSAI USA, INC.		11/11/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EQUITABLE TRANSITIONS, INC.		
Street Address:	444 W. Ocean Blvd., Suite 1400		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90802		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3219349	SANSAI JAPANESE GRILL	
Registration Number:	3382708	SANSAI	
CORRESPONDENCE DATA			
Fax Number:	(562)596-0416		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	562-596-0116		
Email:	l.lofstrom@holmeslofstrom.com		
Correspondent Name:	Lori M. Lofstrom		
Address Line 1:	3800 Kilroy Airport Way, Suite 250		
Address Line 4:	Long Beach, CALIFORNIA 90806		
NAME OF SUBMITTER:	Lori M. Lofstrom		
Signature:	/Lori M. Lofstrom/		
Date:	06/01/2010		
Total Attachments: 5			

OP \$65.00 3219349

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GENERAL ASSIGNMENT

THIS ASSIGNMENT is effective November 11, 2009, between SAN SAI USA, INC. (hereinafter referred to as "ASSIGNOR"), Yon Suk Lipski (herein after "SHAREHOLDER") and EQUITABLE TRANSITIONS, INC., a California corporation (hereinafter referred to as "ASSIGNEE").

RECITALS:

ASSIGNOR is indebted to diverse persons and is desirous of providing payment to the same, so far as in its power, by an assignment of all property for that purpose.

NOW, THEREFORE, ASSIGNOR, for a valuable consideration, receipt of which is hereby acknowledged, does hereby make the following General Assignment for the benefit of ASSIGNOR'S creditors to ASSIGNEE, under the following terms and conditions:

1 ASSIGNMENT OF PROPERTY

1.1 ASSIGNOR does hereby grant, bargain, sell, assign, and transfer to ASSIGNEE, its successors and assigns, in trust for the ultimate benefit of ASSIGNOR'S creditors generally, all of the property and assets of the ASSIGNOR of every kind and nature and wheresoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein not exempt from execution; including without limitations all inventory, merchandise, furniture, fixtures, machinery, equipment, raw materials, merchandise in process, book accounts, books, accounts receivable, cash on hand, all choses in action (personal or otherwise), insurance policies, and all other property of every kind and nature owned by the ASSIGNOR, and without limiting the generality of the foregoing, including all of the assets pertaining to that certain company known as SAN SAI USA, INC. with location(s) at 615 S. Central Ave., Los Angeles, California. ASSIGNOR'S federal tax payer identification number is 33-1093273.

ASSIGNOR and its SHAREHOLDER, and each of them, jointly and collectively, represent and warrant to ASSIGNEE:

ASSIGNOR is a corporation duly organized, validly existing and in good standing under the laws of California and is duly qualified to do business in intrastate commerce;

Its Board of Directors and SHAREHOLDER of SanSai has the authority and title to transfer to ASSIGNEE all assets of the corporation. The Board of Directors and SHAREHOLDER have passed appropriate resolutions to transfer all the assets designated herein to ASSIGNEE. The parties executing this Agreement and in carrying out this General Assignment are authorized by the Board of Directors and SHAREHOLDER to execute this Agreement and make the representations contained herein.

ASSIGNOR and its SHAREHOLDER represents and warrants that there are no agreements, oral or written, of any kind between ASSIGNOR and anyone excluding the franchise agreement of Daniel A. Burns and Joy Fresh pertaining in any way to ASSIGNOR.

Assets of Business Include But Are not Limited to:

Tangible Personal Property. Exhibit 1 to this Agreement is a complete and accurate schedule describing, and specifying the location of, all trucks, automobiles, machinery, equipment, furniture, supplies, tools, dies, rigs, molds, patterns, drawings, and all other tangible personal property owned by, in the possession of, or used by Seller, SHAREHOLDER in connection with their respective business. The property listed in Exhibit 1 constitutes all such tangible personal property necessary for the conduct by Seller and SHAREHOLDER of their respective businesses as now conducted.

Trade Names, Trademarks, and Copyrights. Exhibit 2 to this Agreement is a schedule of all trade names, trademarks, service marks, domains and copyrights and their registrations, including without limitation websites, owned by ASSIGNOR or its SHAREHOLDER or in which they have any rights, franchisees or licenses, together with a brief description of each. ASSIGNOR and Its SHAREHOLDER have no knowledge of any infringement or alleged infringement by others of any such trade name, domains with the San Sai name, websites, trademark, service mark, or copyright, in the United States or anywhere else in the world. Neither ASSIGNOR nor its SHAREHOLDER have infringed, and are not now infringing, on any trade name, trademark, service mark, or copyright belonging to any person, firm, or ASSIGNOR or its SHAREHOLDER. Except as set forth in Exhibit 16, neither ASSIGNOR nor SHAREHOLDER, are a party to any license, agreement, or arrangement, whether as licensor, licensee, franchisor, franchisee, or otherwise, with respect to any trademarks, service marks, trade names, or applications for them, or any copyrights. ASSIGNOR and its SHAREHOLDER owns, or holds adequate licenses or other rights to use, all trademarks, service marks, trade names and copyrights necessary for their respective businesses as now conducted by them (including without limitations those listed in Exhibit 2), and that use does not, and will not, conflict with, infringe on, or otherwise violate any rights or others. ASSIGNOR and its SHAREHOLDER have the right to assign to ASSIGNOR all such owned trademarks, trade

names, service marks, and copyrights, including but not limited to, recipes, and all such licenses or other rights, without the consent of others and shall execute all necessary documents to effectuate any transfers, including, but not limited to, assigning all registered trademarks on the appropriate forms anywhere.

Trade Secrets. Exhibit 3 to this agreement is a true and complete list, without extensive or revealing descriptions, of ASSIGNOR or SHAREHOLDER' trade secrets, including all secret formulas, recipes, customer lists, franchisees, computer programs, operations manuals for ASSIGNOR, technical data, etc. The specific location of each trade secret's documentation, including its complete description, specifications, charts, procedures, and other material relating to it, is also set forth with it in that exhibit. Each trade secret's documentation is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use by ASSIGNOR without reliance on the special knowledge or memory of others.

ASSIGNOR or SHAREHOLDER are the sole owner of each of these trade secrets, free and clear of any liens, encumbrances, restrictions, or legal or equitable claims of others. ASSIGNOR and SHAREHOLDER have taken all reasonable security measures to protect the secrecy, confidentiality, and value of these trade secrets; any of their employees and any other persons who, either alone or in concert with others, developed, invented, discovered, derived, programmed, or designed these secrets, or who have knowledge of or access to information relating to the trade secrets have been put on notice and, if appropriate, have entered into agreements that these secrets are proprietary to ASSIGNOR or SHAREHOLDER and not to be divulged or misused.

All these trade secrets are presently valid and protectible and are not part of the public knowledge or literature; nor to ASSIGNOR'S or SHAREHOLDER' knowledge have they been used, divulged, or appropriated for the benefit of any past or present employees or other persons or to the detriment of ASSIGNOR or SHAREHOLDER.

ASSIGNOR and SHAREHOLDER are transferring all interests in any recipe for any sauces and will verify to satisfaction of ASSIGNEE that such recipes can be reproduced with the same quality that said recipes currently meet in the market place.

Other Intangible Property. A true and complete list of all intangible assets, other than those specifically referred to elsewhere in this agreement, and the location of certificates or other evidences of title to these assets is set forth in Exhibit 4 to this Agreement.

Title to Assets. ASSIGNOR and its SHAREHOLDER have good and marketable title to all their respective assets and interests in assets, whether real, personal, mixed, tangible, or intangible, which constitute all assets and interests in assets that were used in

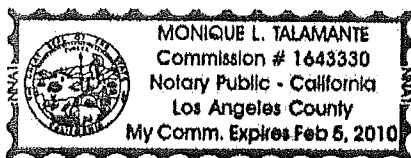
This GENERAL ASSIGNMENT is made this 11th day of November, 2009 at
Long Beach, California.

ASSIGNOR:
SAN SAI USA, INC.

By: [Signature] 11/11/09
Yon Suk Lipsky, CEO

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

On 11/11/09, before me, Monique L. Talamante, Notary Public
Date Here insert Name and Title of the Officer
personally appeared Yon Suk Lipsky
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

**EQUITABLE
TRANSITIONS**

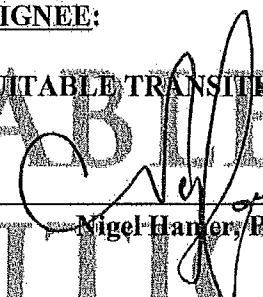
I as a the sole SHAREHOLDER of San Sai USA, Inc., hereby individually agree to all of the terms set forth in this General Assignment and affirm all of the representations and warranties contained herein.

Dated: November 11, 2009


Yon Suk Lipsky

The foregoing GENERAL ASSIGNMENT is hereby accepted this 11 day of November, 2008 at Long Beach, California.

ASSIGNEE:

EQUITABLE TRANSITIONS, INC.
By: 
Nigel Hamer, President

**EQUITABLE
TRANSITIONS**