

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
EQUITABLE TRANSITIONS, INC.		11/11/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JIC FOODS, LLC		
Street Address:	1925 Century Park East, Suite 350		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3382708	SANSAI	
Registration Number:	3219349	SANSAI JAPANESE GRILL	
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		

OP \$65.00 3382708

Total Attachments: 7

900163486

**TRADEMARK
 REEL: 004216 FRAME: 0133**

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BILL OF SALE

For value received (to wit the sum of [REDACTED] and the indemnification set forth herein), **Equitable Transitions, Inc., solely in its capacity as Assignee For the Benefit of the Creditors of the San Sai USA, Inc. a California corporation** with its principal place of business at 444 W. Ocean Blvd., Suite 1400, Long Beach, California ("Seller"), hereby sells, assigns, transfers, and conveys to JIC Foods LLC, a Delaware limited liability company with their principal place of business at 1925 Century Park East, Suite 350, Los Angeles, California 90067, ("Buyer") all right, title, and interest of Seller in and to the following assets:

Buyer accepts the transfer of the assets described herein subject to any sales tax which become payable because of such transfer. Buyer is responsible for paying any and all sales taxes and indemnifies and holds Equitable Transitions, Inc. harmless from and against any and all sales taxes due as a result of the sale of the assets described below.

Tangible Personal Property. Exhibit 1 to this Agreement is a 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, by Seller. **Trade Names, Trademarks, and Copyrights.** Exhibit 2 to this Agreement is a schedule of all trade names, trademarks, service marks, domain names, websites and copyrights and their registrations, owned by Seller or Shareholder or in which they have any rights, franchisees or licenses, together with a brief description of each. Selling parties and Shareholder have no knowledge of any infringement or alleged infringement by others of any such trade name, domains with the SanSai name, websites, trademark, service mark, or copyright, in the United States or anywhere else in the world. Neither Seller nor Shareholder have infringed, and are not now infringing, on any trade name, trademark, service mark, or copyright belonging to any person, firm, or Seller or Shareholder. **Trade Secrets.** Exhibit 3 to this agreement is a true and complete list, without extensive or revealing descriptions, of Seller or Shareholder's trade secrets, including all secret formulas, recipes, customer lists, franchisees, computer programs, operations manuals for SanSai, 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 Buyer without reliance on the special knowledge or memory of others. **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. **Franchisees and Sales Agreements.** Exhibit 5 to this agreement is a correct and current list of all franchisees of Seller. It is specifically understood and agreed that no franchise agreements involving the Moorpark, California store nor the Anaheim, California store are being transferred by this bill of sale or otherwise. **All Employment Contracts.**

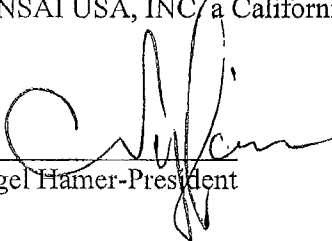
In addition to the transfer of the assets made hereby, and Seller transfers and assigns to Buyer any and all representations and warranties with respect to such assets made to them by **San Sai USA, Inc. a California corporation** and its shareholders in that certain General Assignment made and executed on the 11th day of November, 2009.

Except for the representations made by **San Sai USA, Inc. a California corporation** and its shareholders which are transferred and assigned to Buyer hereby and the specific representation of SELLER that all known liens have been or will be satisfied and terminated, Seller is selling and Buyer is buying in the Purchased Assets "as is" and "where is" and Seller is making no representations or warranties of any kind or nature, whatsoever with respect to the Purchased Assets, including, without limitation, marketable title, the existence or nonexistence of unknown liens, mortgages, pledges, security interests, prior assignments and/or encumbrances. Buyer has conducted its own investigation into the nature of the Purchased Assets and any and all matters involving marketable title, the existence or non-existence of liens, mortgages, pledges, security interests, prior assignments and/or encumbrances and is specifically relying on its own investigation and not upon any representations, opinions, or statements of Seller with respect to such matters.

Dated: November 11, 2009

EQUITABLE TRANSITIONS, INC., ASSIGNEE FOR THE BENEFIT OF THE CREDITORS OF
SANSAL USA, INC./a California Corporation

By:



Nigel Hamer-President

CLARIFICATION TO BILL OF SALE

This CLARIFICATION TO BILL OF SALE ("Clarification") is entered into between Equitable Transitions, Inc. (solely in its capacity as Assignee For the Benefit of the Creditors of the SanSai USA, Inc.), a California corporation with its principal place of business at 444 W. Ocean Blvd., Suite 1400, Long Beach, California ("Seller"), and JIC Foods LLC, a Delaware limited liability company with its principal place of business at 1925 Century Park East, Suite 350, Los Angeles, California 90067 ("Buyer") (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Bill of Sale on November 11, 2009, pursuant to which Seller assigned, transferred and conveyed to Buyer tangible personal property, Proprietary Information, franchisees, sales agreements, employment contracts, customer lists, franchise royalties, evidence of indebtedness, computer programs, operation manuals, recipes, sauces, directions and specifications of each ingredient component previously utilized in the franchising operations of SanSai Japanese Grill®, and other intangible property in exchange for value received. For purposes of this Clarification, "Proprietary Information" includes trade secrets (as defined under the version of the Uniform Trade Secrets Act adopted and in effect in the State of California from time-to-time during the term of this Agreement) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data research techniques, technical data, customer and supplier lists, and any modifications or enhancements of any of the foregoing, and all programs, pricing, marketing, sales, business contract, or other financial or business information formerly belonging to SanSai USA, Inc.

WHEREAS, this Clarification is intended to clarify, amplify or delineate those assets transferred, assigned and conveyed from Seller to Buyer as part of the Bill of Sale; it is not intended to restrict the transfer of any assets.

NOW, THEREFORE, the Parties agree to the following clarification:

1. Tangible Personal Property. The Bill of Sale included the transfer, assignment and conveyance of Seller's rights, title and interest in all Tangible Personal Property belonging to SanSai USA, Inc., including but not limited to, franchise royalties, restaurant blueprints and layouts, contractor and vendor contacts and information, any inventories of raw materials, finished goods, other supplies, materials, works in process, finished goods, equipment, machinery, furniture, fixtures, motor vehicles, claims and rights under leases, franchisee releases, estoppels certificates, evidence of indebtedness, purchase and sales orders, and all equipment listed on the attached Schedule A, originally included in the General Assignment between SanSai USA, Inc. and Yon Suk Lipksi, on one hand, and Equitable Transitions, Inc., on the other hand, dated November 11, 2009.
2. Proprietary Information. The Bill of Sale effectively transferred, assigned and/or conveyed Seller's rights, title and interest in Proprietary Information of whatever kind to Buyer,

including but not limited to, trade names, trademarks, service marks, domain names, websites, copyrights, related and any registrations contained in Schedule B attached to this Clarification.

All of Seller's rights, title and interest in the registered marks used in the operation of SaiSai Japanese Grill® were transferred to Buyer as part of the Bill of Sale along with the good will of the business in which the marks were used, or with that part of the good will of the business connected with the use of and symbolized by those marks.

All of Seller's rights, title and interest in employment manuals, operational manuals, employee handbooks and other proprietary manuals previously owned and utilized by SanSai USA, Inc. as the franchisor of SanSai Japanese Grill® were effectively transferred, assigned and/or conveyed to Buyer.

The Bill of Sale further included Seller's rights, title and interest in any other information, data, logos, graphics, images, photographs, trademarks, service marks, trade names, domain names, web pages, manuals, copyrights, patents, patent applications, related goodwill, and other elements and materials not expressly provided for in Schedule B, but previously owned and utilized by SanSai USA, Inc. in its operation as franchisor of SanSai Japanese Grill®.

3. Trade Secrets. The Bill of Sale transferred, conveyed and/or assigned to Buyer all of Seller's rights, title and interest in customer lists, computer programs, operation manuals, recipes, sauces, directions and specifications of each ingredient component previously utilized by SanSai USA, Inc. in the franchising operations of SanSai Japanese Grill®. Schedule C to this Clarification is a true and complete list, without extensive or revealing descriptions of any trade secrets, secret formulas or recipes, of all menu items conferred to Buyer as part of the assets transferred in the Bill of Sale.

4. Other Intangible Property. The Bill of Sale transferred, conveyed or assigned to Buyer all of Seller's rights, title and interest in intangible property including, but not limited to, going concern value, workforce in place, business books and records, operating systems, formulas, processes, designs, patterns, know how, formats, customer-based intangibles, deposits, supplier-based intangibles, covenants not to compete, royalty rights, franchises, trademarks, trade names, rights to claim refunds and adjustments of any kind, the goodwill value of a business, and similar items previously utilized by SanSai USA, Inc. as the franchisor of SanSai Japanese Grill®.

5. Franchise and Sale Agreements. Upon Seller's best information and belief, Schedule D to this Clarification is a correct and current list of all franchisees of which their respective franchise agreements were transferred to Buyer as part of the Bill of Sale. Along with the transfer of these assets, certain rights and obligations, including the enforcement of those rights and obligations, under both federal and state law were conferred to Buyer.

In addition to the transfer of the assets made hereby, Seller transfers and assigns to Buyer any and all representations and warranties with respect to such assets made to them by SanSai USA, Inc., a California corporation and its shareholder, in that certain General Assignment made and executed on the 11th day of November, 2009.

Except for the representations made by SanSai USA, Inc., a California corporation and its shareholders, Buyer hereby makes the specific representation of Seller that all known liens have been or will be satisfied and terminated. Seller is selling and Buyer is buying in the Purchased Assets "as is" and "where is" and Seller is making no representations or warranties of any kind or nature, whatsoever with respect to the Purchased Assets, including, without limitation, marketable title, the existence or nonexistence of unknown liens, mortgages, pledges, security interests, prior assignments and/or encumbrances. Buyer has conducted its own investigation into the nature of the Purchased Assets and any and all matters involving marketable title, the existence or non-existence of liens, mortgages, pledges, security interests, prior assignments and/or encumbrances and is specifically relying on its own investigation and not upon any representations, opinions, or statements of Seller with respect to such matters.

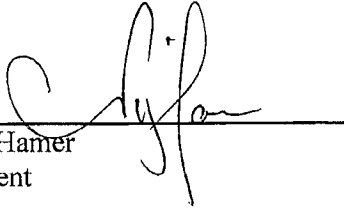
The Parties expressly understand and agree that Buyer shall not be liable for any of the obligations or liabilities of Seller, SanSai USA, Inc. or any other person or entity of any kind and nature.

Dated: March 25, 2010

EQUITABLE TRANSITIONS, INC., (assignee for the benefit of the creditors of SANSAL USA, INC., a California Corporation)

By: _____

Nigel Hamer
President



Schedule B

TRADEMARKS/SERVICE MARKS



Word Mark SANSAI JAPANESE GRILL

Translations The foreign wording in the mark translates into English as wild mountain vegetable.

Goods and Services IC 043. US 100 101. G & S: Restaurant, fast food restaurant and catering services for Asian cuisine. FIRST USE: 20020200. FIRST USE IN COMMERCE: 20020200

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved
26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters

Serial Number 78345265

Filing Date December 23, 2003

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition January 2, 2007

Registration Number 3219349

Registration Date March 20, 2007

Owner (REGISTRANT) SANSAI USA, INC. CORPORATION CALIFORNIA 100 N. BRAND BLVD., SUITE 550 GLENDALE CALIFORNIA 91203

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Lori M. Lofstrom, Attorney at Law

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "JAPANESE GRILL" APART FROM THE MARK AS SHOWN

Description of Mark The colors red and yellow are claimed as a feature of the mark. The mark consists of the wording "SANSAI JAPANESE GRILL" with the word "SANSAI" in red. A yellow curved band appears below the word "SANSAI", and above the words "JAPANESE GRILL".

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

Schedule B

SanSai

2.)

Word Mark SANSAI
Translations The English translation of **SanSai** in the mark is "Wild Mountain Vegetable".
Goods and Services IC 030, US 046. G & S: BOTTLED GOURMET TERIYAKI AND OTHER ORIENTAL FLAVORED DRESSINGS AND SAUCES FOR USE IN SALADS AND ORIENTAL DISHES. FIRST USE: 20040101. FIRST USE IN COMMERCE: 20040101

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Trademark Search Facility Classification Code SHAPES-MISC Miscellaneous shaped designs

Serial Number 78343375
Filing Date December 19, 2003
Current Filing Basis 1A
Original Filing Basis 1B
Published for Opposition October 25, 2005
Registration Number 3382708
Registration Date February 12, 2008
Owner (REGISTRANT) SANSAI USA, INC. CORPORATION CALIFORNIA 611 South Central Avenue Los Angeles CALIFORNIA 90021

Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Lori M. Lofstrom
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Schedule B