

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
Fresh Food Concepts, Inc.		11/30/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FFC Acquisition Corp.		
Street Address:	6535 Caballero Boulevard		
City:	Buena Park		
State/Country:	CALIFORNIA		
Postal Code:	90620		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2205865	SEÑOR FELIX'S	
Registration Number:	1554894	ROJO'S	
Registration Number:	1553101	RIO DE ORO	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	70342.37		
NAME OF SUBMITTER:	Edward T. White		

CH \$90.00 2205865

900178857

**TRADEMARK
 REEL: 004434 FRAME: 0254**

Signature:	/Edward T. White/
Date:	12/15/2010
Total Attachments: 4 source=FFC Trademark Assignment#page1.tif source=FFC Trademark Assignment#page2.tif source=FFC Trademark Assignment#page3.tif source=FFC Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*"), dated as of November 30, 2010, is by and between **Fresh Food Concepts, Inc.**, a California corporation ("*Assignor*"), and **FFC Acquisition Corp.**, a Delaware corporation ("*Assignee*"). Assignee and Assignor are referred to collectively herein as the "*Parties*", and each as a "*Party*". Capitalized terms used in this Agreement but not otherwise defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined herein).

Recitals

WHEREAS, Assignor, Assignee, SPC Partners II, L.P., a Delaware limited partnership, and SPC Advisors II, L.P., a Delaware limited partnership, have entered into an Asset Purchase Agreement, dated as of the date hereof (the "*Asset Purchase Agreement*").

WHEREAS, Assignor has adopted, uses and has registered and unregistered trademarks and service marks, including, but not limited to, those set forth on Exhibit A to this Agreement (each a "*Trademark*" and collectively, the "*Trademarks*");

WHEREAS, the Assignee desires to obtain all right, title and interest in the Trademarks and all associated goodwill.

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, Assignor agreed to transfer all rights in the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth in this Agreement, the parties to this Assignment agree as follows:

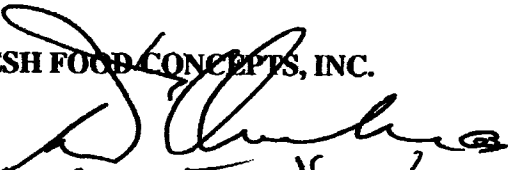
Section 1. Assignment. In exchange for the consideration exchanged between the parties pursuant to the Asset Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Assignee all right, title and interest in and to the Trademarks including all trademark applications and registrations associated with each Trademark identified on Exhibit A attached to and incorporated in this Agreement and all common-law rights, together with the goodwill of the business symbolized by each Trademark and all documents relating to the rights to and usage of each Trademark.

Section 2. Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, modify, limit or expand any of the provisions of the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and Assumption Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

Section 3. Further Assurances. From time to time after the date hereof, each Party will execute and deliver such instruments and documents and do such further acts as may be reasonably requested by the other Party in order to carry out the purpose of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first written above.

FRESH FOOD CONCEPTS, INC.

By: 
Name: ROBERT W. SORVELLAS.
Title: in capacity as CEO.

FFC ACQUISITION CORP.

By: _____
Michael B. Evans, President

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first written above.

FRESH FOOD CONCEPTS, INC.

By: _____
Name: _____
Title: _____

FFC ACQUISITION CORP.

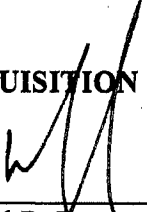
By:  _____
Michael B. Evans, President

Exhibit A

Trademark	Country	Number	Registration Date	Owner	Status
SEÑOR FELIX'S	U.S. Federal	2205865	24-NOV-1998 Renewed 11/24/2008	FRESH FOOD CONCEPTS, INC.	Registered
ROJO'S	U.S. Federal	1554894	05-SEP-1989 Renewed 9/5/2009	FRESH FOOD CONCEPTS, INC.	Registered
RIO DE ORO	U.S. Federal	1553101	22-AUG-1989 Renewed 8/22/2009	FRESH FOOD CONCEPTS, INC.	Registered
Design Only	U.S. State California	88183	18-Jul-1988	CHILAY FOODS, INC.	Registered
SEÑOR FELIX'S FRESH MEXICAN SALSA	U.S. State California	75783	14-Jan-1985	SEÑOR FELIX'S GOURMET MEXICAN FOOD, INC.	Registered
SEÑOR FELIX'S	Mexico	597371	13-Jan-1999	SEÑOR FELIX'S GOURMET MEXICAN FOOD, INC.	Registered
SEÑOR FELIX'S	Mexico	597372	13-Jan-1999	SEÑOR FELIX'S GOURMET MEXICAN FOOD, INC.	Registered