

**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
KRYSTAL KOACH, INC.		01/24/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	KRYSTAL INFINITY LLC
Street Address:	2701 E. Imperial Highway
Internal Address:	Attn: Manager
City:	Brea
State/Country:	CALIFORNIA
Postal Code:	92821
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2925246	KRYSTAL ENTERPRISES
Registration Number:	2892370	KRYSTAL
Registration Number:	2223871	K
Registration Number:	2248811	KRYSTAL KOACH INC.
Registration Number:	2105354	KKI
Registration Number:	2358969	KRYSTAL
Serial Number:	78709398	RING OF STEEL
Serial Number:	76130420	PREOWNEDLIMO

**CORRESPONDENCE DATA**

Fax Number: (213)443-2926  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 213-617-5493  
 Email: jcravitz@sheppardmullin.com  
 Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

**900184058**

**TRADEMARK**  
**REEL: 004476 FRAME: 0516**

**CH \$215.00 2925246**

Address Line 1: 333 S. Hope St., 48th Floor  
Address Line 2: Attn: J. Cravitz  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 032A-150430

NAME OF SUBMITTER: Julie Cravitz

Signature: /julie cravitz/

Date: 02/11/2011

Total Attachments: 5  
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## ASSIGNMENT OF MARKS

This Assignment of Marks (the "**Assignment**") is made and entered into as of this 24<sup>th</sup> day of January, 2011, by Krystal Koach, Inc., a California corporation ("**Assignor**"), in favor of Krystal Infinity, LLC, a Nevada limited liability company ("**Assignee**"). Assignor acknowledges that:

A. Assignor is a debtor and debtor-in-possession in chapter 11 proceedings before the United States Bankruptcy Court for the Central District of California, Santa Ana Division.

B. Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement (the "**Purchase Agreement**") dated November 19, 2010, as amended by Amendment No. 1, dated December 16, 2010 and approved as modified by the Order (A) Authorizing The Sale Of Substantially All Of The Debtor's Assets Free And Clear Of Liens, Claims, Encumbrances And Interests; (B) Authorizing and Approving Assumption and Assignment of Executory Contracts and Leases; And (C) Granting Related Relief. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Purchase Agreement.

C. Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Purchase Agreement. Pursuant to the Purchase Agreement, Assignor is required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the trademarks described on Schedule 1 attached hereto (the "Marks") throughout the world, any registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

2. Assignor hereby agrees that it shall, upon presentation of and request by Assignee, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Purchase Agreement, render effective the consummation of the transactions

EXHIBIT C

contemplated hereby and thereby, more effectively to vest in Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

3. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with the Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Assignor or Assignee thereunder.

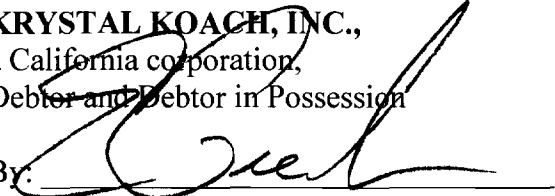
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

5. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignors and Assignee and their respective successors and assigns.

6. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

***REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.***

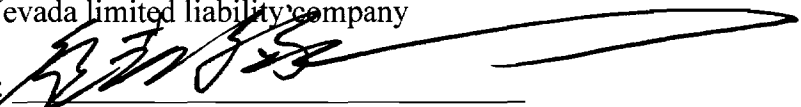
**IN WITNESS WHEREOF**, Assignors and Assignee have executed this Assignment as of the date first written above.

**KRYSTAL KOACH, INC.**,  
a California corporation,  
Debtor and Debtor in Possession  
By:   
Name: Edward P. Grech  
Title: President and CEO

**Agreed and Accepted as of  
the date first above written.**

**ASSIGNEE:**

KRYSTAL INFINITY, LLC,  
a Nevada limited liability company

By:   
Name: Winston Chung  
Its: Manager


**SIGNATURE PAGE TO ASSIGNMENT OF MARKS**

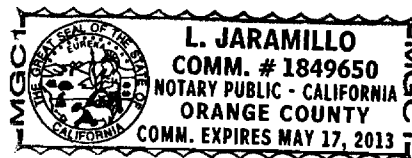
STATE OF CALIFORNIA )  
 )  
 ) ss.  
COUNTY OF Orange )

On January 24, 2011 before me, Lisa Jaramillo, a notary public for the state, personally appeared Winston Chung, 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 is true and correct.

WITNESS my hand and official seal.

  
Notary Public



**Schedule 1**

**Marks**

<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Reg. Date</b>
Ring of Steel	78-709398 09/08/2005	n/a
Krystal Enterprises	78-357816 01/26/2004	2925246 02/08/2005
Krystal	76-375902 02/27/2002	2892370 10/12/2004
Preownedlimo	76-130420 09/18/2000	n/a
K and design	75-353798 09/08/1997	2223871 02/16/1999
Krystal Koach Inc.	75-344401 08/21/1997	2248811 06/01/1999
KKI and design	75-180608 10/10/1996	2105354 10/14/1997
Krystal	75-165698 09/12/1996	2358969 06/20/2000