

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
San Pedro Enterprises, Inc. d/b/a San Pedro Cafe		01/01/2011	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wismin Hospitality, LLC		
Composed Of:	COMPOSED OF Assignment of all business interests		
Street Address:	413 Second Street		
City:	Hudson		
State/Country:	WISCONSIN		
Postal Code:	54016		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2449486	SAN PEDRO CAFE	
CORRESPONDENCE DATA			
Fax Number:	(612)339-8064		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-336-9331		
Email:	tim@lommen.com		
Correspondent Name:	Timothy C. Matson		
Address Line 1:	80 South 8th Street		
Address Line 2:	2000 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	37409		
NAME OF SUBMITTER:	Timothy C. Matson		
Signature:	/Timothy C. Matson/		

OP \$40.00 2449486

Date:

04/25/2011

Total Attachments: 4

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ASSIGNMENT

THIS ASSIGNMENT (the “**Assignment**”), made as of this 1st day of January, 2011, is by **Pedro Enterprises, Inc., d/b/a San Pedro Café**, a Wisconsin corporation (the “**Assignor**” or “**Company**”), to and in favor of **Wismin Hospitality, LLC**, a Wisconsin limited liability company (the “**Assignee**” or “**Wismin**”).

WHEREAS, Assignor and Assignee, along with other parties, have entered into that certain Asset Purchase Agreement dated January 1, 2011 (the “**Asset Purchase Agreement**”), which, along with the promises contained herein, constitute mutual consideration for the sale, assignment and transfer of the intellectual property rights referenced herein.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement and the closing of the transactions contemplated by the Asset Purchase Agreement, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the intellectual property and proprietary rights of Assignor identified on **Exhibit A** of this Assignment which is attached hereto and incorporated herein by reference.

2. Representations and Warranties. All representations and warranties of Assignor as set forth in Article III of the Asset Purchase Agreement, including, without limitation, the representations and warranties relating to Intellectual Property rights under Section 3.08 of the Asset Purchase Agreement, shall survive the closing of the transactions contemplated by the Asset Purchase Agreement and this Assignment. Assignor further represents and warrants that: (a) no Person other than Assignor has any right, title or interest in or to the intellectual property and proprietary assigned by Assignor hereunder, other than pursuant to license agreements entered into by the Assignor in the ordinary course of the Business and disclosed to Assignee prior to the closing; (b) the execution and delivery of the this Assignment will not cause the forfeiture or termination of any license in favor of Assignor; (c) the Assignor does not and can not be required to pay any royalties, honoraria or other fees (other than license fees paid by Assignor to third party software providers for commercially available software used in the ordinary course of the Business) to any other person or entity by reason of the ownership or use of any intellectual property or proprietary rights assigned hereunder.

3. Cooperation. Assignor agrees to assist Assignee to obtain, register and enforce all United States and foreign rights relating to the intellectual property and proprietary rights set forth on **Exhibit A** and assigned to Assignee hereunder. To that end, Assignor shall execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as Assignee may reasonably request in connection with applying for, obtaining, registering, perfecting, evidencing, sustaining and enforcing such intellectual property rights assigned hereunder.

4. Attorney-in-Fact. Assignor hereby appoints and irrevocably designates Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact to

act for and on Assignor's behalf, and to execute, verify and file any document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor, in the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in the preceding paragraph.

5. Quitclaim. Assignor hereby waives and quitclaims to Assignee any and all claims of any nature whatsoever which it now or may hereafter have for infringement of any intellectual property rights assigned to Assignee hereunder.

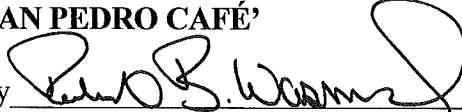
* * * * *

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

ASSIGNOR:

**PEDRO ENTERPRISES, LLC d/b/a
SAN PEDRO CAFÉ'**

By

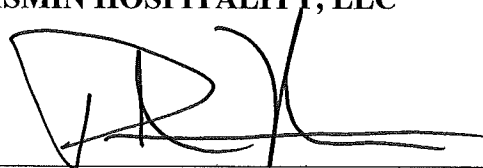


Robert B. Wasmund, its President

ASSIGNOR:

WISMIN HOSPITALITY, LLC

By



Pete Foster, its President

EXHIBIT A TO ASSIGNMENT

All of Assignor's right, title and interest to any and all intellectual property and proprietary right owned, used by, or licensed to Assignor, including, but not limited to:

1. All custom software and related source code, object code and documentation whether in the nature of developer's notes, manuals or otherwise.
2. All installation support know-how, customer information and marketing information and all rights therein.
3. All domestic and foreign patents and applications, if any, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.
4. All ideas, recipes and related inventions (whether patentable or not), disclosures, trade secrets, proprietary information, technology, technical data, schematics and customer lists, and all documentation relating to any of the foregoing.
5. All copyrights, copyright registrations and applications therefore, and all other rights corresponding thereto throughout the world and all copyrightable material, in whatever form or media, including, but not limited to, advertisements, photography archives, press releases, media lists, trade show booths, promotional items and training videos.
6. All visual artist rights, moral rights, trade names, corporate names, trade dress, logos, common law trademarks, trademark registrations and applications therefore, including, without limitation:

The registered trademark **SAN PEDRO CAFE**, U.S. Patent & Trademark Reg. No. 2,449,486, registered May 8, 2001 in Int'l Class No. 42 for restaurant and catering services. (See Exhibit B)

7. All telephone numbers, websites (including all data, graphics, images, audio, video, text, look and feel and all other static or dynamic information or material contained therein), domain names, and all URLs used in the operation or conduct of the Assignor's business.
8. All other intellectual or industrial property of Assignor.
9. All income, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing rights, including, without limitation, damages and payments for past or future infringements or misappropriations thereof.
10. All rights to sue for past, present and future infringements or misappropriations of any of the foregoing, in each case, owned or used by Assignor.