

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Al and Paul Foods Venture, LLC		03/01/2009	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	James E. Cumbest Jr
Street Address:	23 English Saddle Court
City:	Parkton
State/Country:	MARYLAND
Postal Code:	21120
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0566135	LITTLE TAVERN SHOPS

CORRESPONDENCE DATA

Fax Number: (410)661-4397
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 410-661-4394
 Email: j.cumbest@yahoo.com
 Correspondent Name: James E. Cumbest, Jr.
 Address Line 1: 23 English Saddle Court
 Address Line 4: Parkton, MARYLAND 21120

NAME OF SUBMITTER:	James E. Cumbest, Jr.
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Signature:	/James E. Cumbest, Jr./
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Date:	06/09/2011
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Total Attachments: 3
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OP \$40.00 0566135

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of the (1) day of March 2009, by and between (Al and Paul Foods). ("Seller") and James E. Cumbest Jr. ("Purchaser").

RECITAL

Seller is the owner of the trademarks identified in Schedule A attached hereto and made part hereof, and all goodwill associated therewith (the "Assets"). Seller desires to sell the Assets to Purchaser, and Purchaser desires to purchase the Assets all under the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recital, the mutual promises, covenants and representations of the parties and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Assets: Seller hereby transfers, assigns, conveys and delivers the Assets to Purchaser for the purchase price set forth in Section (2) below.

2. Purchase Price. The total purchase price for the Assets is (\$150,000.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in installments of (50%) of up-front initial Licensing Fee to be charged and when collected from Licensee's to operate a Little Tavern Shops (Business) under the Little Tavern Shops Trade Marks and Licensing Agreement

If Purchaser shall fail to make any payment due under section (2) and such failure shall continue for a period (60) Days after written (registered Notice) thereof is sent to Purchaser at 23 English Saddle Court Parkton Md. 21120 by registered or certified mail, return, receipt requested, and first class Mail, postage is received by Purchaser, Seller, at its option, by said written notice to Purchaser, may declare the entire unpaid Purchase Price to be immediately due and payable.

3. No Assumption of Liabilities. Purchaser shall not assume or be responsible for any obligations or liabilities of Seller, and Seller shall remain fully and solely liable and responsible for the same.

4. Representations and Warranties of Seller. Seller represents and warrants to Purchaser the following, with the knowledge that Purchaser is purchasing the Assets in full reliance thereon:

4.1 That this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

4.2 That Seller has good and marketable title to the Assets, free from all liens, encumbrances and debts;

4.3 That Seller has the unrestricted right to use the Assets, and has not granted any

(1)

license or other rights to any third party to use the Assets,

5. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that this Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

6. Closing Deliveries. Simultaneous with the execution of this Agreement, Seller shall execute and deliver to Purchaser an Assignment of Trademarks in form sufficient to be filed with the United States Patent and Trademark Office.

7. Use of Name. Seller agrees that Purchaser has sole and exclusive rights to the Assets as a result of this Agreement, and that Seller shall not have any rights to use the Assets or the name "Little Tavern" Little Tavern Shops, Little Tavern Sayings, Trade Marks, Building Designs, Colors, Copy write, and Memorable thereto.

Survival of Representations, Etc. All Covenants, Representations, Warranties, Agreements and Indemnifications made by the parties in this Agreement, or pursuant hereto, shall survive the consummation of the transactions contemplated by this Agreement.

9. Benefit All the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective legal representatives, the successors and permitted assigns of Seller and Purchaser.

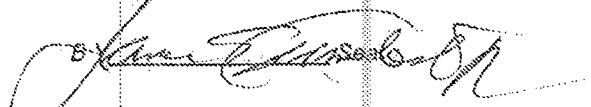
10. Construction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without regard to principals of conflicts of laws.

11. Entire Agreement. This Agreement contains all of the agreements and understandings between the parties hereto regarding the subject matter hereof and supersedes all prior correspondence and agreements among the parties hereto; and no oral agreements or written correspondence shall be held to affect the provisions hereof. All subsequent changes and modifications to be valid shall be by written instrument executed by the parties to be bound.

12. Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the date first above written.

PURCHASER: James E. Cumbest Jr.


JAMES E. CUMBEST JR.

SELLER: Al and Paul Foods Venture LLC.

BY  Seal
ALFRED R. WROY, Authorized Person

SCHEDULE A

ASSETS

A. TRADEMARKS REGISTERED WITH U.S. PATENT AND TRADEMARK OFFICE:

<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>
1) 549,509	Little Tavern Shops	October 16, 1951
2) 566,135	Little Tavern Shops	October 28, 1952

B. ADDITIONAL TRADEMARKS SET FORTH ON ATTACHED EXHIBIT A.

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