

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of entire interest and goodwill of marks by creditor of Taco Tico, Inc.as part of a foreclosure of a security agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ansley Investment, LLC		04/29/2011	LIMITED LIABILITY COMPANY: KENTUCKY

RECEIVING PARTY DATA

Name:	Ajax International Group LLC
Street Address:	13901 E Gilbert
City:	Wichita
State/Country:	KANSAS
Postal Code:	67230
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	0886416	TACO TICO
Registration Number:	0886872	TACO TICO
Registration Number:	0890275	TACO TICO
Registration Number:	1428886	TACOTICO
Registration Number:	1482557	TACOTICO
Registration Number:	1603140	TACOTICO

CORRESPONDENCE DATA

Fax Number: (913)451-0875
 Phone: 913-451-5100
 Email: gkraai@lathropgage.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Gerald M Kraai
 Address Line 1: 10851 Mastin Blvd, Bldg 82, Suite 1000

900204316

**TRADEMARK
 REEL: 004639 FRAME: 0566**

CH \$165.00 0886416

Address Line 4: Overland Park, KANSAS 66210

NAME OF SUBMITTER:

Gerald M Kraai

Signature:

/Gerald M Kraai/

Date:

10/11/2011

Total Attachments: 9

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT dated as of May 1, 2011 is made by ANSLEY INVESTMENT, LLC ("Seller" or "Assignor"), in favor of AJAX INTERNATIONAL GROUP LLC, a Kansas limited liability company ("Assignee"), pursuant to the Asset Purchase Agreement of even date herewith (the "Purchase Agreement") between such parties. Capitalized terms used but not defined herein have the respective meanings set forth in the Purchase Agreement.

Pursuant to the Purchase Agreement, Assignor is selling to Assignee all right, title and interest of Taco Tico, Inc., a Kansas corporation, and Taco Tico Operations, Inc., a Kansas corporation (collectively, the "Borrower") in the assets listed on Schedule A hereto (the "Purchased Assets").

NOW, THEREFORE, FOR VALUE RECEIVED, the undersigned hereby sells, assigns, conveys and transfers to Assignee all right, title and interest of Borrower in and to all of the Purchased Assets.

Nothing contained herein is intended to expand in any manner whatsoever any provision of the Purchase Agreement or any obligation of Seller thereunder. If there is any conflict between the provisions of this Bill of Sale and Assignment, on the one hand, and the Purchase Agreement, on the other hand, the provisions of the Purchase Agreement shall control. Without limiting the generality of the foregoing, Seller makes absolutely no representations or warranties in connection with the sale, assignment, conveyance and transfer contemplated hereby except as expressly and explicitly set forth in Section 3 of the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed this instrument effective as of the date first above written.

ANSLEY INVESTMENT, LLC

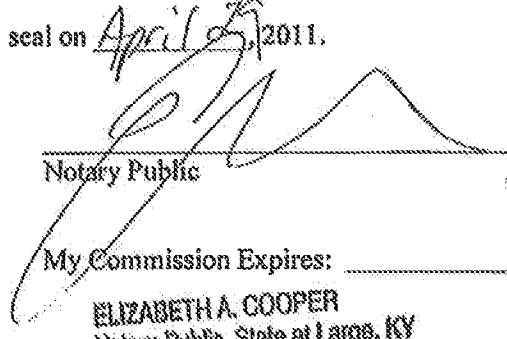
By: 

Name: *George W. Baker*
Title: *Manager*

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS.

On this 9th day of April, 2011, before me, a Notary Public in and for the state and county referred to above, personally came George Baker, not personally but as the MANAGER of Ansley Investment, LLC and acknowledged the signing of the foregoing Bill of Sale and Assignment to be the voluntary act and deed of such entity, for the uses and purposes mentioned therein.

Witness my official signature and seal on April 9, 2011.



Notary Public

My Commission Expires: _____
ELIZABETH A. COOPER
Notary Public, State at Large, KY
My commission expires Mar. 10, 2012

Schedule A

All right, title and interest of Borrower in the following assets, whether now owned or hereafter acquired:

- a) all Accounts Receivable (as defined in the Uniform Commercial Code);
- b) all General Intangibles (as defined in the Uniform Commercial Code), which specifically includes, but is not limited to, Franchise Royalties;
- c) all Inventory (as defined in the Uniform Commercial Code);
- d) all Equipment (as defined in the Uniform Commercial Code);
- e) all Goods (as defined in the Uniform Commercial Code);
- f) all Chattel Paper (as defined in the Uniform Commercial Code);
- g) all Instruments (as defined in the Uniform Commercial Code);
- h) all Documents (as defined in the Uniform Commercial Code);
- i) all Investment Property (as defined in the Uniform Commercial Code);
- j) all Deposit Accounts (as defined in the Uniform Commercial Code);
- k) all money;
- l) all Patents, Copyrights and all reissues, renewals or extensions thereof;
- m) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of the Borrower symbolized by the Marks;
- n) all computer programs of the Borrower and all intellectual property rights therein and all other proprietary information of the Borrower, including, but not limited to, Trade Secret Rights;
- o) all insurance policies;
- p) all permits;
- q) any and all property which the Borrower receives or is or may hereafter be entitled to receive on account of any collections of or with respect to the Borrower's Accounts Receivable, or any instrument in payment of or substitution for any of the Borrower's Accounts Receivable or the Borrower's General Intangibles, or any part thereof;

Execution Version

ASSET PURCHASE AGREEMENT

between

**AJAX INTERNATIONAL GROUP LLC,
as Buyer,**

and

**ANSLEY INVESTMENT, LLC,
as Seller**

Dated as of May 1, 2011

ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated as of May 1, 2011 (this "Agreement") is between AJAX INTERNATIONAL GROUP LLC, a Kansas limited liability company (the "Buyer"), and ANSLEY INVESTMENT, LLC, a Kentucky limited liability company (the "Seller").

RECITALS

A. Pursuant to the Second Amended, Restated and Consolidated Promissory Note dated as of December 30, 2010, in the original principal amount of \$993,625.24, with Taco Tico, Inc., a Kansas corporation ("TTI"), and Taco Tico Operations, Inc., a Kansas corporation ("TTO", and collectively with TTI, the "Borrower") jointly and severally as the Maker, and the Seller as Lender, and any and all notes and other instruments executed and delivered in renewal, replacement, substitution, extension, payment and/or novation thereof (the "Ansley Promissory Note"), Borrower is indebted to Seller in an aggregate amount equal to or greater than \$1,013,497.74.

B. To secure certain obligations of Borrower to the Seller, including all obligations of Borrower under the Ansley Promissory Note, Borrower has granted Seller a security interest in certain of its assets (the "Collateral") pursuant to that certain Security Agreement, as amended and otherwise modified through the date of this Agreement, dated as of November 31, 2009, between Borrower and Seller (the "Ansley Security Agreement"). (Hereafter the Ansley Promissory Note, Ansley Security Agreement, and all other documents executed in connection therewith collectively are referred to herein as the "Ansley Loan Documents.")

C. Pursuant to the Promissory Note dated as of April 12, 2011, in the original principal amount of \$380,000, with Borrower as the Maker, and the Buyer as Lender, and any and all notes and other instruments executed and delivered in renewal, replacement, substitution, extension, payment and/or novation thereof (the "Ajax Promissory Note"), Borrower is indebted to Buyer.

D. To secure all obligations of Borrower under the Ajax Promissory Note and certain other obligations of Borrower to the Buyer, Borrower granted Buyer a security interest in the Collateral pursuant to that certain Security Agreement, as amended and otherwise modified through the date of this Agreement, dated as of April 12, 2011, between Borrower and Buyer (the "Ajax Security Agreement"). (Hereafter the Ajax Promissory Note, Ajax Security Agreement, and all other documents executed in connection therewith collectively are referred to herein as the "Ajax Loan Documents.")

E. Borrower has failed to make payments when due under, and is in default of various other provisions of, the Ansley Loan Documents.

F. In accordance with Section 9-610 of the Uniform Commercial Code as in effect in the State of Kansas and the Commonwealth of Kentucky, Seller has elected to effect the sale of the Collateral.

in the regular course of its business; and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

"Foreign Shell Bank" means a Foreign Bank without a physical presence in any country, but does not include a Regulated Affiliate.

"Franchise Royalties" shall mean any and all royalty or similar payments either Borrower receives in connection with the operation of any Taco Tico restaurants by franchisees, operators, managers or owners of the restaurants.

"Governmental Entity" means any governmental authority, any regulatory or administrative agency or commission, or any court or arbitrator.

"Indemnifiable Claim" means a Buyer Indemnifiable Claim or a Seller Indemnifiable Claim, as the case may be.

"Indemnity Action" - see Section 7.4.

"Law" means any law, statute, ordinance, rule, regulation, code, order, judgment or decree or other restriction of any Governmental Entity.

"Loss" means any liability, loss, claim, damage or penalty and reasonable fees, costs and expenses in connection therewith (including reasonable attorneys' fees and charges and costs of investigation and litigation, including court costs and costs of appeal and any fees or other costs incurred in connection with any possible expert witnesses). The term "Loss" also shall include all reasonable attorneys' fees and charges and costs of investigation and litigation incurred by any indemnified Person in enforcing any indemnity set forth in Section 7.

"Marks" means all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by the Borrower, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by the Borrower, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by the Borrower, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by the Borrower in the United States or any foreign country.

"Non-Cooperative Jurisdiction" means any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering.

"Patents" means any United States or foreign patent to which the Borrower now or hereafter has title and any divisions or continuations thereof, as well as any application for a United States or foreign patent now or hereafter made by the Borrower.

EXCEPT WITH RESPECT TO THE ASSUMED OBLIGATIONS, WHICH ARE ASSUMED BY BUYER.

2.4 Authorization to File UCC Financing Statement. Notwithstanding any other provision of this Agreement, Buyer hereby authorizes Seller to file, acknowledges its prior authorization of Seller to file, and ratifies the prior filing by Seller of, a UCC financing statement with the Office of the Kansas Secretary of State naming Seller as Secured Party and Buyer as Debtor and describing collateral as "all business assets."

SECTION 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of the date of this Agreement as follows:

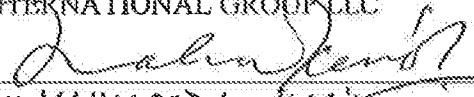
3.1 Purchased Assets. Seller sent notice in the form of Exhibit C to Borrower and Buyer by depositing the same in the U.S. Mail, First Class postage prepaid, on April 19, 2011. Seller has determined that no other notices of disposition of the Purchased Assets are required to be sent by Seller to any other Person pursuant to this Agreement and Section 9-611 of the Uniform Commercial Code, on account of the fact that there are no other secured parties of record that claim an interest in the Purchased Assets under Section 9-611 of the Uniform Commercial Code. Except as expressly and explicitly provided in this Section 3, Seller (a) makes no representation or warranty to Buyer or any of its respective successors and assigns (and specifically, but without limiting the generality of the foregoing, does not undertake or otherwise assume any liability whatsoever with respect to any representation, warranty or other statement, whether oral or written, made by Borrower or any of its representatives in favor of Buyer) and (b) expressly disclaims the warranties provided in Section 9-610(d) of the Uniform Commercial Code and merchantability of the Purchased Assets or the fitness of the Purchased Assets for any particular purpose.

3.2 Authority; Authorization; Enforceability. Seller has the requisite company power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. Seller represents and warrants that (a) there is an Event of Default under the Ansley Security Agreement; (b) it has a security interest in the Purchased Assets; and (c) it has the right to conduct a disposition of the Purchased Assets in accordance with Section 9-610 of the Uniform Commercial Code. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary company action on the part of Seller. This Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, Seller, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws and to general equitable principles.

3.3 Certain Fees and Obligations. Buyer will not be obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transaction contemplated by this Agreement as a result of any agreement, understanding or undertaking made by Seller.

IN WITNESS WHEREOF, each party has executed and delivered this Agreement as of the day and year first written above.

AJAX INTERNATIONAL GROUP LLC

By: 
Name: MAHMOOD M. KARIM
Title: PRESIDENT

ANSLEY INVESTMENT, LLC

By: _____
Name:
Title:

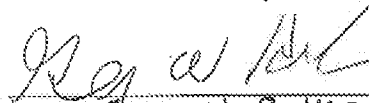
[APA Signature Page]

IN WITNESS WHEREOF, each party has executed and delivered this Agreement as of the day and year first written above.

AJAX INTERNATIONAL GROUP LLC

By: _____
Name:
Title:

ANSLEY INVESTMENT, LLC

By:  _____
Name: George W. Baker
Title: Manager

[APA Signature Page]