

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
Agora, Inc.		11/14/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	MAS Marketing Holding Company LLC		
Street Address:	P.O. Box 829		
City:	Dawsonville		
State/Country:	GEORGIA		
Postal Code:	30534		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85246913	TORTILLA CRUNCH	
Registration Number:	3629065	TACO TENDERS CRUNCHY TORTILLA CHICKEN	
Registration Number:	3278102	TACO TENDER	
Registration Number:	3273001	TACO FINGER	
CORRESPONDENCE DATA			
Fax Number:	(800)932-1751		
Phone:	800-529-7741		
Email:	ideas@innovative-ip.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sandra M. Sovinski		
Address Line 1:	P.O. Box 217		
Address Line 4:	New Smyrna Beach, FLORIDA 32169		
NAME OF SUBMITTER:	Sandra M. Sovinski, Georgia bar member		
Signature:	/SMSovinski/		

OP \$115.00 85246913

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TRADEMARK
 REEL: 004667 FRAME: 0235

Date:

11/28/2011

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARK
FROM
AGORA INC.
TO
MAS MARKETING HOLDING COMPANY LLC**

This ASSIGNMENT OF TRADEMARKS ("Assignment") is dated as of the ___ day of November, 2011, and is made from Agora, Inc., a Georgia corporation (hereinafter "Assignor") to MAS Marketing Holding Company LLC, P.O. Box 829, Dawsonville, GA 30534 (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor, has adopted, used and is the owner of all rights, title and interest to the following trademarks (hereinafter "Trademarks"):

TORTILLA CRUNCH, U.S. serial no. 85246913; TACO TENDERS CRUNCHY TORTILLA CHICKEN, U.S. serial no. 77520177 and U.S. registration no. 3629065; TACO TENDER, U.S. serial no. 77033980 and U.S. registration no. 3278102; and TACO FINGER, U.S. serial no. 77033974 and U.S. registration no. 3273001;

WHEREAS, Assignee, a wholly owned entity of Agora, Inc., is desirous of acquiring said Trademarks;

WHEREAS, Assignor wishes to transfer to Assignee the Trademarks and the goodwill associated with the Trademarks, and Assignee wishes to acquire the Trademarks and the goodwill associated with the Trademarks;

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Trademarks;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Rights. Assignor hereby sells, transfers, conveys, delivers and assigns to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all rights, title, and interests in and to the Trademarks, including without limitation the goodwill symbolized by the Trademark, all U.S. registrations and applications for registration thereof, all U.S. common law rights in the Trademarks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for damages and profits and other remedies for past infringement of said Trademarks, and all records and files relating to the Trademarks
2. Recordation. The Assignor hereby authorizes the United States Patent and Trademark Office, and as appropriate, the corresponding officials in the several states, to record the Assignee as the owner of the Trademarks and issue in accordance with this Assignment all registrations of the Trademarks and all

applications for any of the same, which are assigned to the Assignee by this Assignment or which relate to the subject matter so assigned.

- 3. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing and delivering further consistent assurances, confirmation, documents, instruments, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means, as may be deemed necessary by Assignee to vest in Assignee all right, title and interest to be recorded in the United States Patent and Trademark Office. Assignor will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Trademarks before any administrative, government or other tribunal. Assignor hereby represents and warrants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.
- 4. Parties in Interest. This Assignment shall inure to the benefit of the Assignee and its successors, assigns and legal representatives, and shall be binding upon the Assignor and its successors, assigns and legal representatives.
- 5. Governing Law. This Assignment will be governed by the laws of the United States of America and the State of Georgia without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of TRADEMARKS under seal as of the date first set forth above.

AGORA, INC.

MAS MARKETING HOLDING CO., LLC

By: _____

By: _____

Printed Name: Mark Sosebee

Printed Name: Mark Sosebee

Title: CEO

Title: CEO

NOTARY PUBLIC CERTIFICATION

STATE OF Georgia

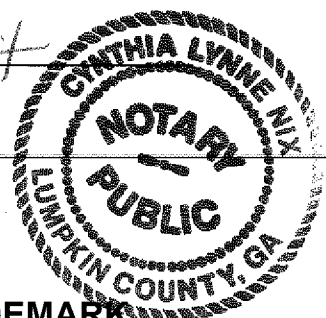
COUNTY OF Lumpkin

On this 14 day of November, 2011, before me, a Notary public in and for the County of Lumpkin in the State of Georgia, personally appeared Mark Sosebee, to me known, and being duly sworn, averred that, being duly authorized to act for said Company, (s)he executed the foregoing Assignment as the free act and deed of said Assignor for the uses and purposes set forth.

NOTARY PUBLIC

My Commission expires: AUG 18, 2015

Cynthia Lynne Nix



TRADEMARK