

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
Umami Burger LLC		11/11/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Umami Burger Licensing USA, LLC		
Street Address:	7966 Beverly Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85297799		
CORRESPONDENCE DATA			
Fax Number:	(646)349-1254		
Phone:	(212) 360 - 0394		
Email:	rlong@sanderslong.com		
<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:	Ryan E. Long, Esq.		
Address Line 1:	419 Lafayette Street		
Address Line 4:	New York, NEW YORK 10003		
ATTORNEY DOCKET NUMBER:	2604		
NAME OF SUBMITTER:	Ryan E. Long, Esq.		
Signature:	/Rel/		

OP \$40.00 85297799

Date:

01/19/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is effective as of November 11, 2011 (the "Effective Date"), by and between Umami Burger Licensing USA, LLC, a limited liability company organized under the laws of Delaware and having a place of business at 7966 Beverly Boulevard, Los Angeles, California 90048 ("Assignee"), and Umami Burger, LLC, a limited liability company organized under the laws of California. ("Assignor").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in the design mark depicted below,



the subject of U.S. Trademark Application Serial No. 85/297,799 filed April 18, 2011, including all applications and registrations therefor, all common law rights therein in any jurisdiction, and all goodwill associated with and symbolized thereby (collectively, the "Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark including without limitation all common law rights therein in any jurisdiction, and all goodwill associated therewith and symbolized thereby;

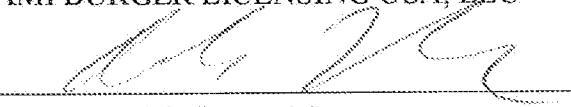
NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors, legal representatives and assigns, all right, title and interest in, to, and under the Mark, including without limitation: (i) all common law rights therein in any jurisdiction; (ii) all goodwill associated therewith and symbolized thereby; (iii) the right to further assign and/or to license any and all right, title and interest in and to the Mark; and (iv) the right to sue and collect damages for past infringement of the Mark by any third party. This assignment is being made in compliance with Section 10 of the U.S. Trademark Act, 15 U.S.C. § 1060. Assignor hereby authorizes and requests the Commissioner of Trademarks to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks to Assignee, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:
UMAMI BURGER, LLC

By: 
Adam Fleischman, Manager

ASSIGNEE:
UMAMI BURGER LICENSING USA, LLC

By: 
Adam Fleischman, Manager