

## 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
RED HOT CHICAGO, INC.		02/16/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	VIENNA BRANDS, LLC		
Street Address:	2501 North Damen Ave.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60647		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2982484	GREAT CHICAGO TASTE	
Registration Number:	3323548	RED HOT CHICAGO	
Registration Number:	1790545	RED HOT CHICAGO	
Registration Number:	1704328	RED HOT NEW YORK	
CORRESPONDENCE DATA			
Fax Number:	(312)551-1101		
Phone:	312-551-8300		
Email:	ipdocket@pfs-law.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:	Patzik, Frank & Samotny Ltd.		
Address Line 1:	150 S. Wacker Drive		
Address Line 2:	Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	3296-372		

CH \$115.00 2982484

NAME OF SUBMITTER:	Jordan Herzog
Signature:	/Jordan Herzog/
Date:	02/24/2012
<b>Total Attachments: 4</b> source=3296.372.Signed Trademark Assignment#page1.tif source=3296.372.Signed Trademark Assignment#page2.tif source=3296.372.Signed Trademark Assignment#page3.tif source=3296.372.Signed Trademark Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, RED HOT CHICAGO, INC., an Illinois corporation (“Assignor”), hereby sells, transfers, assigns, and conveys to VIENNA BRANDS, LLC, an Illinois corporation (“Assignee”), Assignor’s right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future (collectively, the “Trademarks”), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument, free of any encumbrances, and that no other agreement has been or will be executed in conflict herewith.

Assignor agrees without charge to Assignee but at Assignee’s expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests the United Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, Assignee, its successors and/or assigns.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

**RED HOT CHICAGO, INC.,**  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2012

**AGREED AND ACCEPTED:**

**VIENNA BRANDS, LLC,**  
an Illinois limited liability company

By: **VIENNA BEEF LTD.**, an Illinois corporation, its manager

By: John P. Badman  
Name: John Badman  
Its: President  
Date February 16, 2012

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below

**RED HOT CHICAGO, INC.,**  
an Illinois corporation

By: Scott Ludwig  
Name: Scott Ludwig  
Its: President  
Date: February 16, 2012

**AGREED AND ACCEPTED:**

**VIENNA BRANDS, LLC,**  
an Illinois limited liability company

By: **VIENNA BEEF LTD.,** an Illinois corporation, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date \_\_\_\_\_, 2012

**SCHEDULE A**

**REGISTERED TRADEMARKS**

1. "Great Chicago Taste", United States Reg. No. 2982484
2. "Red Hot Chicago", United States Reg. No. 3323548
3. "Red Hot Chicago", United States Reg. No. 1790545
4. "Red Hot New York", United States Reg. No. 1704328

**UNREGISTERED TRADEMARKS**

1. Red Hot Chicago, Inc.
2. "A Family Tradition Since 1893"
3. "Red Hot Chicago ... We are Chicago Style!"
4. "Polish Perfection"
5. "Flavorful Family Fun!"
6. "Great Taste Runs in our Family"
7. "Great Chicago Taste!"
8. "We've Got the Recipe for Success!"
9. "Make Me One CHICAGO-STYLE!"
10. "Chicago's Finest Hot Dog!"
11. "Savor the Flavor!"
12. "Juicy and Delicious!"
13. "Lovin life and people one day at a time"



14.