

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/06/2004

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
K & F Restaurant #1, L.L.C.	FORMERLY K & F Restaurant Management, L.L.C.	06/14/2012	LIMITED LIABILITY COMPANY: TEXAS

## RECEIVING PARTY DATA

Name:	K & F Restaurant Management, L.L.C.
Street Address:	422 Pinewold Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2958780	IZZO'S
Registration Number:	3385287	ROLL YOUR OWN
Registration Number:	2910860	IZZO'S ILLEGAL BURRITO ROLL YOUR OWN
Registration Number:	3206607	IZZO'S ILLEGAL
Registration Number:	2893551	IZZO'S ILLEGAL BURRITO
Registration Number:	2946014	BURRITO IN A BOWL

## CORRESPONDENCE DATA

Fax Number: 2253433076

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2253839000

Email: dpatty@mcglinchey.com

Correspondent Name: McGlinchey Stafford PLLC

Address Line 1: 301 Main Street  
Address Line 2: Attn: R. Andrew Patty II  
Address Line 4: Baton Rouge, LOUISIANA 70825

ATTORNEY DOCKET NUMBER: 200302.0001

NAME OF SUBMITTER: R. Andrew Patty II

Signature: /R. Andrew Patty II/

Date: 06/14/2012

Total Attachments: 4  
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**Amended and Restated  
Trademark Assignment Agreement**

This Agreement is made *nunc pro tunc* effective as of January 6, 2004, and is by and between **K&F Restaurant #1, L.L.C.**, formerly named **K&F Restaurant Management, L.L.C.**, and **K&F Restaurant Management, L.L.C.**, both Texas limited liability companies in good standing. This Agreement amends, supersedes and replaces that certain Trademark Assignment Agreement between the parties executed April 19, 2012 and was made effective January 5, 2005 *nunc pro tunc*.

WHEREAS, **K&F Restaurant #1, L.L.C.** ("Assignor") was named **K&F Restaurant Management, L.L.C.** prior to January 5, 2004, and prior to January 5, 2004 Assignor (sometimes also doing business as "**K&F Restaurant Management, LLC**") had adopted, owned and used trade names, trademarks and service marks, including without limitation those marks identified on the attached Exhibit A and all good will associated therewith (collectively the "Marks") in connection with offering for sale the goods and/or services further identified on Exhibit A; and

WHEREAS, Assignor and **K&F Restaurant Management, L.L.C.**, a Texas limited liability company formed on January 5, 2004, with its principal place of business at 422 Pinewold Drive, Houston, TX 77056 ("Assignee"), desired that, upon Assignee's formation, Assignee would immediately thereafter acquire from Assignor the Marks and all good will associated therewith, along with all other operational assets (excluding real estate) from Assignor, and Assignor did in fact assign to Assignee all of the operational assets (excluding real estate) and the Marks and their associated good will by oral agreement between Assignor and Assignee on January 6, 2004, and both do in fact desire to ratify and confirm in writing the assignment by Assignor of all of the operational assets (excluding real estate), including all of the Marks and their associated good will, to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms and ratifies the previous oral assignment, and for the avoidance of any doubt does again hereby assign and transfer, to Assignee all of Assignor's right, title and interest in and to the operational assets (excluding real estate), including all of the Marks, inclusive of all of the goodwill symbolized by the Marks, and the registrations therefore, effective as of January 6, 2004 *nunc pro tunc*. Such assignment did and does include the rights to sue and recover for past infringements, and the right to claim all priority of past use of the Marks by Assignor in commerce for all purposes. Assignee further hereby confirms and ratifies the previous oral assignment, and for the avoidance of any doubt does again hereby accept the foregoing assignment from Assignor.

(continued on next page)

Executed this 14<sup>th</sup> day of June, 2012.

Assignor:  
K&F Restaurant #1, L.L.C.

*A. Gary Kovacs*  
By: A. Gary Kovacs  
Title: Manager/Member

STATE OF TEXAS }  
COUNTY OF Harris } ss.

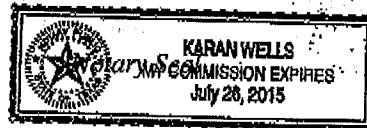
On this 14<sup>th</sup> day of June, 2012, personally appeared before me K&F Restaurant #1, L.L.C. through its duly authorized officer, A. Gary Kovacs, known by me to be the person named in and who executed the above instrument in my presence and who acknowledged that he/she executed the same of his/her own free will for the purposes herein recited.

Signature: *Karan Wells*

Printed Name: Karan Wells

Notary ID Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



(continued on next page)

Executed this 14<sup>th</sup> day of June, 2012.

Assignee:  
**K&F Restaurant Management, L.L.C.**

*[Signature]*  
By: A. Gary Kovacs  
Title: Manager/Member

STATE OF TEXAS }  
COUNTY OF Harris } ss.

On this 14<sup>th</sup> day of June, 2012, personally appeared before me **K&F Restaurant Management, L.L.C.** through its duly authorized officer, A. Gary Kovacs, known by me to be the person named in and who executed the above instrument in my presence and who acknowledged that he/she executed the same of his/her own free will for the purposes herein recited.

Signature: *Karan Wells*

Printed Name: Karan Wells

Notary ID Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*Notary Seal*



**EXHIBIT A**

Mark (and/or related goods or services)	Filing Date	App. / Non-Grant No.	Jurisdiction	USPTO Registration No.	Reg. Date
IZZO'S (International Class: 043 Restaurant services )	10/7/2003	78310487	US Federal	2958780 Supplemental	5/31/2005
ROLL YOUR OWN (International Class: 043 Restaurant services )	10/7/2003	78/310,526	US Federal	3385287	2/19/2008
IZZO'S ILLEGAL BURRITO ROLL YOUR OWN and design (International Class: 043 Restaurant services)	10/15/2003	78314062	US Federal	2910860	12/14/2004
IZZO'S ILLEGAL (International Class: 029 garden salads, with or without meat ingredients, prepared on premises for consumption on or off premises; International Class: 030 burritos prepared on premises for consumption on or off premises; International Class: 033 prepared alcoholic cocktails, namely margaritas, prepared on premises for consumption on or off premises)	10/20/2003	78315965	US Federal	3206607	2/6/2007
IZZO'S ILLEGAL BURRITO (International Class: 043 Restaurant services )	10/20/2003	78316047	US Federal	2893551	10/12/2004
BURRITO IN A BOWL (International Class: 030 food products, namely, a salad like dish containing burrito ingredients prepared by a restaurant for consumption on or off premises)	12/1/2003	78/334,358	US Federal	2946014	5/3/2005
BURRITO IN A BOWL (Class 29: meats & processed foods )	12/1/2003	n/a	Louisiana	n/a	12/1/2003
IZZO'S (Class 41: education & entertainment)	6/7/2004	n/a	Louisiana	n/a	6/7/2004