

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Sale Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunnyside Group, LLC		07/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Good Stuff Eatery International, LLC		
Street Address:	1300 Crystal Drive, #606S		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4034174	GOOD STUFF EATERY	
Serial Number:	77701233	GOODNESS GRACIOUS	
Serial Number:	77888792	GOODNESS GRACIOUS	
Registration Number:	3817893		
Registration Number:	4015852	SAY HELLO TO FRESH	
CORRESPONDENCE DATA			
Fax Number:	6783654450		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	678-365-4418		
Email:	ayates@parksiplaw.com		
Correspondent Name:	Anne E. Yates		
Address Line 1:	730 Peachtree Street, NE, Suite 600		
Address Line 2:	Parks IP Law, LLC		
Address Line 4:	Atlanta, GEORGIA 30308		

OP \$140.00 4034174

ATTORNEY DOCKET NUMBER:	1913-000
NAME OF SUBMITTER:	Anne E. Yates
Signature:	/Anne E. Yates/
Date:	06/15/2012
Total Attachments: 5 source=Sunnyside-GSE IP Sale Agreement#page1.tif source=Sunnyside-GSE IP Sale Agreement#page2.tif source=Sunnyside-GSE IP Sale Agreement#page3.tif source=Sunnyside-GSE IP Sale Agreement#page4.tif source=Sunnyside-GSE IP Sale Agreement#page5.tif	

Intellectual Property Sale Agreement

("Agreement")

between

Sunnyside Group, LLC
("Seller")

and

Good Stuff Eatery International, LLC
("Buyer")

Recitals:

- A.** Seller is Delaware Limited Liability Company with its principal offices at 303 Pennsylvania Avenue, Washington DC, 20003.
- B.** Buyer is a Delaware Limited Liability Company with its principal offices at 1300 Crystal Drive, #606S, Arlington, VA 22202.
- C.** Seller desires to sell and Buyer desires to buy all of the intellectual property of Seller under the terms of this Agreement.
- D.** Seller and Buyer each have the necessary authority to enter into this Agreement.

In light of the foregoing recitals, the parties, Seller and Buyer, agree as follows:

- 1. Purchase Terms.** Subject to the terms of this Agreement, Buyer agrees to purchase all rights to all of Seller's intellectual property as those rights exist at the time of execution of this Agreement, and including all rights that exist to the intellectual property under the laws of the United States, every state, local governments, international agreements and treaties, and any other jurisdiction in the world (the "Intellectual Property").
 - 1.1. Purchase Price.** The full Purchase Price of the sale under this Agreement is ONE THOUSAND AND 00/100 DOLLARS (\$1,000) and other good and valuable consideration, and Buyer shall pay this sum to Seller within five (5) days of the full execution of this Agreement.
 - 1.2. Relinquishment of Rights.** Seller hereby acknowledges that upon the execution, of this Agreement, Seller shall have no rights to use the Intellectual Property for profit or for any other reason inconsistent with Buyer's rights, except to the extent (if at all) that Buyer provides a license to Seller for the use of some or all of the Intellectual Property under another written agreement.
- 2. Representations and Warranties.**
 - 2.1. Seller's Representations and Warranties.** Seller and Buyer agree that the representations and warranties in this Section are material inducements to the parties' consent and execution of this Agreement.
 - 2.1.1.** Seller warrants and represents that all transfers made under this Agreement are made free and clear of any liens or encumbrances except only those obligations expressly being assumed by the Buyer in accordance with this Agreement.

- 2.1.2. Seller warrants and represents that Seller has full title to all Intellectual Property transferred under this Agreement, and that Seller has full unhindered authority to enter into this Agreement and make all transfers described in this Agreement.
- 2.1.3. Seller warrants and represents that there is no pending litigation against seller, and to the best of Seller's knowledge there are no parties currently contemplating filing suit against Seller, or otherwise contemplating litigation against Seller.
- 2.1.4. Seller warrants and represents that all other representations and warranties in this Agreement are factually accurate, and that Seller has fully disclosed to Buyer all information materially related to this Agreement, including information that would cause the terms and provisions of this Agreement to be materially misleading if such information was not disclosed.

3. **Transfer Documentation.** In addition to this Agreement, Seller shall execute any and every other document necessary to transfer the Intellectual Property, including documentation necessary to register or record such transfer with any governmental authority of Buyer's choosing.

4. **General Provisions**

4.1. **Force Majeure.**

4.1.1. Any delay in or failure of performance by either party under this Agreement will not breach this Agreement if it is caused by any occurrence beyond the reasonable control of such party including, but not limited to acts of God, power outages, and governmental restrictions.

4.1.2. Performance is excused for the lesser of the number of days the occurrence reasonably prevents performance, and thirty (30) days.

4.2. **Waiver.** Any failure or delay by either party to enforce any right under this Agreement:

(a) does not constitute a waiver, at that time or in the future, of:

(i) the non-enforced right, or

(ii) any other right,

and

(b) does not modify the rights or obligations of either party under this Agreement.

4.3. **Amendments.** This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

4.4. **Governing Law.** The laws of the Commonwealth of Virginia govern this Agreement without regard to its conflicts of laws provisions.

4.5. **Indemnification**

4.5.1. Seller hereby agrees to indemnify and hold Buyer harmless from all claims, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever, including reasonable attorneys' fees, expert fees and court costs ("Indemnified Claims") on account of (i) any damage or liability occasioned in whole or in part by any act or omission of Seller, and/or (ii) any default by Seller of any obligations on Seller's part to be performed under the terms of this Agreement.

4.5.2. In case any action or proceeding is brought against Buyer by reason of any such Indemnified Claims, the Seller, upon notice from the Buyer, shall defend the same at Seller's expense by counsel approved in writing by Buyer, which approval shall not be unreasonably withheld.

4.5.2.1. Any settlement with a claimant bringing an Indemnified Claim must be pre-approved by Buyer in writing, which approval shall not be unreasonably withheld.

4.5.3. Seller's indemnification obligation under this Section 4.5. shall survive the expiration or earlier termination of the term of this Agreement.

4.6. Dispute Resolution.

4.6.1. **Time Period.** Any claim arising out of or related to this Agreement must be brought no later than one (1) year after the claim accrues.

4.6.2. Binding Arbitration.

(a) Any dispute between the parties arising out of or in connection with this Agreement will be submitted by the parties to binding arbitration at the McCammon Group in Arlington County, Virginia.

(b) Any arbitration will proceed in accordance with the commercial arbitration rules of the McCammon Group in Arlington County, the Commonwealth of Virginia.

(c) In the event the parties fail to agree upon an arbitrator within ten (10) days after written notice from one party to the other requesting arbitration, the complaining party shall have an arbitrator, familiar with the issues, designated in accordance with McCammon Group rules.

(d) The award rendered by the arbitrator will be final and binding on the parties, and either party may enter such judgment in any court of competent jurisdiction.

4.6.3. **Costs.** In the event of any action to enforce, interpret or set aside this Agreement, the prevailing party is entitled to recover all arbitration costs and attorneys' fees incurred in connection with such action or proceeding.

4.7. **Representations.** The parties acknowledge that in executing this Agreement they do not rely and have not relied upon any:

(a) representation, or

(b) statement,

other than those specifically stated in this written Agreement, made by:

(a) any of the parties, or

(b) by any of the parties' agents, attorneys or representatives

with regard to:

(a) the subject matter,

(b) the basis, or

(c) the effect

of this Agreement.

4.8. **Prior Understanding.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and the parties intend that it

is a complete and exclusive statement of the terms of their agreement. This Agreement supersedes all negotiations, understandings, agreements, representations and warranties, if any, related to the subject matter of training services, which precede the execution of this Agreement.

4.9. Partial Invalidity. All provisions and terms in this Agreement are both severable and divisible. In the event a portion of this contract becomes invalid or unenforceable, all remaining portions of the contract will remain binding and enforceable.

4.10. Notice.

4.10.1. Each party shall send all notices and all other communications, required or permitted by this Agreement, in writing, by any one of the following methods:

- (a) email
- (b) fax
- (c) personal delivery
- (d) certified mail, return receipt requested
- (e) registered mail, return receipt requested, or
- (f) overnight mail delivery service.

4.10.2. Either party may change the address to which notices and other communications are sent, by written communication to the other party, served in the manner described in this Section 4.10.

4.10.3. Initially, the addresses to which notices and other communications are sent are as follows:

To Buyer:
Harvey H. Mendelsohn, President
Good Stuff Eatery International, LLC
1300 Crystal Drive, #606S
Arlington, VA 22202

To Seller:
Harvey H. Mendelsohn, Member
Sunnyside Group, LLC
1300 Crystal Drive, #606S
Arlington, VA 22202

4.11. Headings. The headings of the sections of this Agreement have been included only for convenience and do not modify or limit any of the provisions of this Agreement.

4.12. Binding Agreement. This Agreement is binding upon, and inures to the benefit of, the parties and their heirs, administrators, representatives, executors, successors and assigns.

4.13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of the counterparts together constitute a single instrument.

Agreed to as of the 21 day of June, 2011 by:

Good Stuff Eatery International, Inc.
("Buyer")

Sunnyside Group, LLC
("Seller")

X 
By: Harvey H. Mendelsohn, President

X 
By: Harvey H. Mendelsohn, Member