

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Intellectual Property Sale Agreement (original Agreement recorded at reel 4802/frame 0434)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunnyside Group, LLC		07/22/2011	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
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	06/18/2012
Total Attachments: 3 source=Sunnyside-GSE Amendment to IP Sale Agreement#page1.tif source=Sunnyside-GSE Amendment to IP Sale Agreement#page2.tif source=Sunnyside-GSE Amendment to IP Sale Agreement#page3.tif	

Amendment to Intellectual Property Sale Agreement
("Amendment")

between

Sunnyside Group, LLC
("Seller")

and

Good Stuff Eatery International, LLC
("Buyer")

WHEREAS Seller and Buyer entered into an Intellectual Property Sale Agreement dated July 21, 2011 (the "Intellectual Property Sale Agreement"); and

WHEREAS Seller and Buyer desire to clarify certain portions of the Intellectual Property Sale Agreement;

NOW THEREFORE, Seller and Buyer hereby agree that effective as of July 22, 2011 (the "Effective Date"), the Intellectual Property Sale Agreement is hereby amended as follows:

A. Recital (C) is deleted in its entirety and replaced with the following:

Seller desires to sell and Buyer desires to buy under the terms of this Agreement all of the intellectual property of Seller relating to its Good Stuff Eatery restaurant and specifically excluding its We, the Pizza restaurant.

B. Section 1 "Purchase Terms" is deleted in its entirety and replaced with the following¹:

Purchase Terms. Subject to the terms of this Agreement, Buyer agrees to purchase all rights to all of Seller's intellectual property (defined below) relating to its Good Stuff Eatery restaurant and specifically excluding its We, the Pizza restaurant as those rights exist at the time of execution of this Agreement. "Intellectual Property" shall mean all intellectual property rights related to Seller's Good Stuff Eatery restaurant, as they are now or may exist in the future, including without limitation, any and all rights, privileges, and priorities arising under the laws or treaties of the United States and any other nation, state, government, territory, or jurisdiction in the world relating to: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures; (b) trademarks, service marks, trade dress, logos, trade names, and corporate names, and all associated goodwill, including but not limited to the U.S. trademark and service mark applications and registrations identified on Schedule A of this Agreement; (c) copyrightable works; (d) mask works; (e) trade secrets and confidential business information, including but not limited to ideas, know-how, formulas, compositions, manufacturing and production processes and techniques, customer and supplier lists, pricing and cost information, and business and

¹ Sections 1.1 and 1.2 of the Intellectual Property Sale Agreement remain unchanged.

marketing plans and proposals; (f) domain name registrations; (g) social media identifications and tags; (h) other proprietary information and licenses from third parties granting the right to use any of the foregoing; (i) any common law rights arising from the use of the foregoing; (j) all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate government authorities or agencies; (k) all rights of application, registration, renewal, continuations, divisions, extensions, translations, adaptations, and derivations regarding the foregoing; and (l) all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any third party relating to the foregoing.

Agreed to as of the 22nd day of July, 2011 by:

Good Stuff Eatery International, LLC
("Buyer")

X


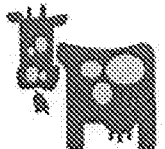
By: Harvey H. Mendelsohn, President

Sunnyside Group, LLC
("Seller")

X

By: Harvey H. Mendelsohn, Member

SCHEDULE A

Mark	Registration/ Filing Date	Registration/ Serial Number	Services
GOOD STUFF EATERY	10/04/2011	4,034,174	Restaurant services
GOODNESS GRACIOUS	03/27/2009	77/701233	Restaurant services
GOODNESS GRACIOUS & Design 	12/08/2009	77/888792	Restaurant services
Design only 	07/13/2010	3,817,893	Restaurant services
SAY HELLO TO FRESH	08/23/2011	4,015,852	Restaurant services