

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
MacDaddy Licensing Group, Inc.		07/17/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	MacDaddy, LLC		
Street Address:	6220 Shiloh Road		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1584076	TACO MAC	
Registration Number:	3196035	TACO MAC BUFFALO WINGS DRAUGHT EST. 1979	
Registration Number:	3196036	TACO MAC BUFFALO WINGS & DRAUGHT	
Registration Number:	3938498	T'MAC	
Registration Number:	3848780	TM PALMAM QUI MERUIT FERAT TACO MAC BREWNIVERSITY	
Registration Number:	3838977	BREWNIVERSITY	
Registration Number:	3132884	WHERE CHICKEN WINGS ORIGINATED IN ATLANTA	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 342930-32

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 07/18/2012

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**IP Assignment**"), dated as of July 17, 2012, is made and entered into by and between MacDaddy Licensing Group, Inc., a Georgia corporation (the "**Assignor**"), and MacDaddy, LLC, a Delaware limited liability company (the "**Assignee**") (each a "**party**," and collectively, the "**parties**").

WHEREAS, Assignor is a party to that certain Limited Liability Company Agreement of Assignee of even date herewith (the "**LLC Agreement**"), pursuant to which, among other things, Assignor has agreed to contribute certain of its assets, including all of Assignor's right, title and interest in the trademarks (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (the "**Transferred Intellectual Property**"), to Assignee, in exchange for 100% of the limited liability company interests of Assignee (the "**MacDaddy Contribution**").

NOW THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the LLC Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby transfers, releases and assigns to Assignee, and Assignee hereby accepts,, all of Assignor's right, title and interest in and to: (i) the Transferred Intellectual Property, including the registrations identified in Schedule A hereto; (ii) all goodwill of the business symbolized by the Transferred Intellectual Property; (iii) any state or common law rights in the Transferred Intellectual Property; (iv) all rights of priority and renewal with respect to the Transferred Intellectual Property; (v) all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith; and (vi) all additional rights therein provided by international conventions and treaties/.

2. Further Action. From time to time after the date hereof, without additional consideration, each party shall execute and deliver such further instruments and take such other action as may be necessary to record and/or perfect Assignee's right, title and interest in and to the Transferred Intellectual Property (including, without limitation, with any applicable governmental authorities); provided, that, as between the parties, Assignee shall be solely responsible for any and all costs, expenses and fees associated therewith and for the preparation of any such documents and instruments.

3. LLC Agreement and Assignment. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights or obligations of the parties hereto under, and the terms of, the LLC Agreement. This IP Assignment is intended only to effect the assignment, assumption and acceptance of the Transferred Intellectual Property.

4. No Warranties. Assignor makes no warranties, express or implied, with respect to the Transferred Intellectual Property.

5. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable governmental

authority or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Transferred Intellectual Property to and in the name of Assignee.


6. Governing Law. THE LAW OF THE STATE OF DELAWARE SHALL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT AND THE EXHIBITS AND SCHEDULES HERETO, AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

7. Counterparts; Electronic Transmission of Signature Pages. This IP Assignment may be executed in multiple counterparts all of which taken together shall constitute one and the same agreement. The exchange of copies of this IP Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether otherwise transmitted via electronic transmission), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of an original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be original signatures for all purposes.

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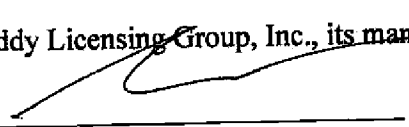
IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment on the day and year first above written.

MACDADDY LICENSING GROUP INC.

By: 
Name: Robert Campbell
Title: Treasurer

MACDADDY, LLC

By: ~~MacDaddy Licensing Group, Inc., its manager~~

By: 
Name: Robert Campbell
Title: Treasurer

Schedule A

TRADEMARK	REGISTRATION (SERIAL NUMBER)	REGISTRATION DATE
Taco Mac	1584076 (Serial No. 73-787109)	February 20, 1990
Taco Mac Buffalo Wings Draught Est. 1979 (and Design)	3196035 (Serial No. 78-685873)	January 9, 2007
Taco Mac Buffalo Wings & Draught (and Design)	3196036 (Serial No. 78-685897)	January 9, 2007
T'MAC	3938498 (Serial No. 77-758837)	March 29, 2011
TM Palmam Qui Meruit Ferat Taco Mac Brewniversity (and Design)	3848780 (Serial No. 77-801125)	September 14, 2010
Brewniversity	3838977 (Serial No. 77-58818)	August 24, 2010
Where Chicken Wings Originated in Atlanta (and Design)	3132884 (Serial No. 78-715420)	August 22, 2006