

## 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
Fourth Toro Family Limited Partnership		02/04/2012	LIMITED PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	Dukoff Toro Foundation		
Street Address:	224 Everit Avenue		
City:	Hewlett		
State/Country:	NEW YORK		
Postal Code:	11557		
Entity Type:	FOUNDATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2097578	LIKE NO OTHER BAGEL IN THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	2123155160		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	amytoro@gmail.com		
Correspondent Name:	Amy Dukoff Toro		
Address Line 1:	155 West 70 Street		
Address Line 4:	New York City, NEW YORK 10023		
NAME OF SUBMITTER:	Amy Dukoff Toro		
Signature:	/amy dukoff toro/		
Date:	08/02/2012		
Total Attachments: 3 source=2127879597_120801_529759967#page1.tif source=2127879597_120801_529759967#page2.tif source=2127879597_120801_529759967#page3.tif			

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**THE FOURTH TORO FAMILY LIMITED PARTNERSHIP**

168 Columbus Avenue

# 237112

New York, NY 10023

helmertoro@hhbagels.com

212-595-8000

February 4 , 2012

Dukoff Toro Foundation  
224 Everit Avenue  
Hewlett, NY 11557

Ladies and Gentlemen,

This letter sets forth the agreement between The Fourth Toro Family Limited Partnership (the "Licensor") and the Dukoff Toro Foundation ( the "licensee")  
With respect to the use of the following: (i) the mark "H&H Bagels Like no Other Bagel In the World" and the design ( Registration No. 1,736,851) , together with the trademark registration therefore now and in the future in the U.S. Patent and Trademark Office; (ii) the name "H&H Bagels"; (iii) the logo containing such mark and tradename; (iv) the goodwill associated with all of the foregoing:

1. The Licensor hereby grants to the Licensee, for the License Term ( as defined below) and the non-exclusive right, license and privilege to use the Rights sole in connection with the sale and distribution ( including internet) by the Licensee of bagels and any other "Licensed Products" that directly bears the Trade name. In addition, the use of the Trade name is not limited to bagels and is for any use including publishing, print, etc..

2. The initial License Term shall commence as of the date of this agreement and shall expire on February 5, 2061, unless terminated sooner by the Licensor in accordance with Paragraph 8 below. This agreement shall automatically renew for one (1) additional renewal period of same and like terms.

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3. The License Territory shall be worldwide. The Licensee will not complete within a ten block of another Licensor's assignee.
4. In consideration of the license granted hereby, the Licensee shall pay the Licensor a license fee of 5% of the net amount of sales less discounts and taxes of the Licensed products after 45 days of receipt of payment from the net of those sales.
5. The Licensor shall have the right to recommend changes in the use of the logo "II&H Bagels". The Licensee will bear all costs needed for the Licensee to change.
6. The Licensee shall assist the Licensor if able to in order to protect the Trademark.
7. The Licensor has the right to restrict the use of the Trade-name if the said location does not meet all Board Health requirements if it has not been able to rectify their recommendations needed in order to maintain a license. This limitation of use limits a specific location but does not terminate the agreement.
8. The Licensor shall have the right to terminate this agreement if the Foundation ceases and there are no heirs or assignees.
9. This agreement is binding between all parties and their successors and assignees. Licensee has the right to assign this agreement in partial or whole to any heir, sibling, and immediate family member.
10. This agreement shall be govern by New York law.
11. This agreement shall be binding between all parties and their respective successors and assignees.
12. Any notice shall be delivered personally by receipt or by overnight courier.



13. None of these provisions can be waived or altered or amended.

14. This agreement expresses the understandings between the parties both oral and written.

If the foregoing correctly sets forth out understanding, please sign both copies of this agreement, return one fully executed copy and retain the other for your records.

THE FOURTH TORO FAMILIY LIMITED  
PARTNERSHIP

By: New York West Side Bagels, Inc.,  
General Partner

By: Helmer Toro, Pres of G.P.  
Helmer Toro, President of G.P.

AGREED TO AND ACCEPTED:  
Dukoff Toro Foundation

BY: Amy Dukoff Toro, Pres.  
Amy Dukoff Toro, President

*Handwritten initials*