

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
TJF USA, LLC		08/15/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Tibby's New Orleans, LLC		
Street Address:	2203 Aloma Avenue		
City:	Winter Park		
State/Country:	FLORIDA		
Postal Code:	32792		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4043093	FOOD FUNK MUSIC SOUL	
Registration Number:	3971478	TIBBY'S NEW ORLEANS KITCHEN	
Registration Number:	4026998	TIBBY'S NEW ORLEANS KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	9043463933		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9046123780		
Email:	hill@fsblegal.com		
Correspondent Name:	Debra Hill		
Address Line 1:	2304 University Blvd W		
Address Line 4:	Jacksonville, FLORIDA 32217		
NAME OF SUBMITTER:	Debra Hill		
Signature:	/debra hill/		

OP \$90.00 4043093

Date:

08/22/2012

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of August 15th, 2012, by TJF USA, LLC, a Florida limited liability company ("Assignor") for the benefit of Tibby's New Orleans, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the United States trademark set forth below

Trademark	FOOD FUNK MUSIC SOUL (and design)
Reg. No.	4043093
Reg. Type	1A
Status	Registered
International Class	IC 043
Goods/Services	Restaurant Services
Filing Date	07/30/10
Registration Date	10/18/11

(the "Trademark"); and

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademark, together with any goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Trademark, together with any goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors

and assigns, Assignor's entire right, title and interest in and to the Trademark, together with all of the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

AND, we hereby bind ourselves, our heirs, legal representatives, administrators, and assigns properly to execute without further consideration any and all applications, petitions, oaths, and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer, and conveyance hereby made or intended to be made and generally do everything possible to aid Assignee and its legal representatives and assigns, to obtain and enforce proper protection for said Trademark in all countries throughout the world.

IN WITNESS WHEREOF, I have executed this Assignment on this, the 15th day of August, 2012.

TJF USA, LLC

By: [Signature] (L.S.)

Name: BRIAN WHEELER

Title: C.E.O.

State of Florida

County of Seminole

On this, the 15th day of August, 2012, before me, a Notary Public, personally appeared Brian Wheeler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon whose behalf he acted, executed the instrument.

[Signature] (Seal)
Notary Public

My Commission Expires: 5-29-14



TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of August 15th, 2012, by TJF USA, LLC, a Florida limited liability company ("Assignor") for the benefit of Tibby's New Orleans, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the United States trademark set forth below

Trademark	TIBBY'S NEW ORLEANS KITCHEN
Reg. No.	3971478
Reg. Type	1A
Status	Registered
International Class	IC 043
Goods/Services	Restaurant
Filing Date	Services
Registration Date	02/12/10

(the "Trademark"); and

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademark, together with any goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Trademark, together with any goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors

and assigns, Assignor's entire right, title and interest in and to the Trademark, together with all of the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

AND, we hereby bind ourselves, our heirs, legal representatives, administrators, and assigns properly to execute without further consideration any and all applications, petitions, oaths, and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer, and conveyance hereby made or intended to be made and generally do everything possible to aid Assignee and its legal representatives and assigns, to obtain and enforce proper protection for said Trademark in all countries throughout the world.

IN WITNESS WHEREOF, I have executed this Assignment on this, the 15th day of August, 2012.

TJF USA, LLC

By: [Signature] (L.S.)

Name: BRIAN WHEELER

Title: CEO

State of Florida

County of SEMINOLE

On this, the 15th day of August, 2012, before me, a Notary Public, personally appeared BRIAN WHEELER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon whose behalf he acted, executed the instrument.

[Signature] (Seal)
Notary Public
My Commission Expires: 5-29-14



TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of Sept 15th, 2012, by TJF USA, LLC, a Florida limited liability company ("Assignor") for the benefit of Tibby's New Orleans, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the United States trademark set forth below

Trademark	TIBBY'S NEW ORLEANS KITCHEN (and design)
Reg. No.	4026998
Reg. Type	1A
Status	Registered
International Class	IC 043
Goods/Services	Restaurant Services
Filing Date	07/30/10
Registration Date	09/13/11

(the "Trademark"); and

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademark, together with any goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Trademark, together with any goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors

and assigns, Assignor's entire right, title and interest in and to the Trademark, together with all of the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

AND, we hereby bind ourselves, our heirs, legal representatives, administrators, and assigns properly to execute without further consideration any and all applications, petitions, oaths, and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer, and conveyance hereby made or intended to be made and generally do everything possible to aid Assignee and its legal representatives and assigns, to obtain and enforce proper protection for said Trademark in all countries throughout the world.

IN WITNESS WHEREOF, I have executed this Assignment on this, the 15th day of August, 2012.

TJF USA, LLC

By: [Signature] (L.S.)

Name: BRIAN WHEELER

Title: CEO

State of Florida

County of SEMINOLE

On this, the 15th day of August, 2012, before me, a Notary Public, personally appeared BRIAN WHEELER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person or entity upon whose behalf he acted, executed the instrument.

[Signature] (Seal)
Notary Public
My Commission Expires: 5-29-14

