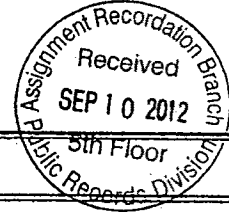


ASSIGNMENT  
09/10/2012



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Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partnership Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Fourth Toro Family Limited Partnership		11/01/1992	LIMITED PARTNERSHIP: <del>Other</del> New York

RECEIVING PARTY DATA

Name:	Amy Dukoff-Toro
Street Address:	155 West 70 Street
City:	New York City
State/Country:	NEW YORK
Postal Code:	10023
Entity Type:	INDIVIDUAL: UNITED STATES

21-81-8

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1736851	H&H BAGELS LIKE NO OTHER BAGEL IN THE WORLD

CORRESPONDENCE DATA

Fax Number:  
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.  
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:	08/18/2012

Total Attachments: 3  
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OP: \$40.00 1736851

LIMITED PARTNERSHIP AGREEMENT

OF

THE FOURTH TORO FAMILY LIMITED PARTNERSHIP

This Agreement, made and entered into as of the 1st day of November, 1992, by NEW YORK WEST SIDE BAGELS, INC., a New York corporation (the "General Partner") and AMY DUKOFF-TORO (the "Limited Partner"). (The General Partner and the Limited Partner are hereinafter sometimes collectively referred to as the "Partners").

The Partners do hereby covenant and agree to the formation of this Limited Partnership and do hereby covenant and agree to be bound by these Articles as follows:

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP;  
NAME; PRINCIPAL PLACE OF BUSINESS

Section 1.1 Formation. The Partners hereby form a Limited Partnership pursuant to the provisions of Article 8-A of the New York Revised Limited Partnership Act (the "Act"). The General Partner shall execute and cause to be filed a Certificate of Limited Partnership, as required by the Act.

Section 1.2 Name. The Partnership shall operate under the name of THE FOURTH TORO FAMILY LIMITED PARTNERSHIP.

Section 1.3 Principal Place of Business. The principal place of business of the Partnership shall be in New York County, State of New York, with such other places of business as may be agreed upon by the Partners from time to time.

ARTICLE II

TERM OF THE PARTNERSHIP

The Partnership shall commence on the date hereof and shall continue until February 20, 2088, unless sooner terminated as hereinafter provided.

benefit of the limitation of the General Partner's liability, responsibility and accountability set forth in this Section 7.6(a).

(b) In the event any action, suit or proceeding (other than an action, suit or proceeding brought by the Limited Partner in the name of the Partnership) is instituted against the Partnership or any Partner with respect to the business, assets, liabilities or activities of the Partnership, such Partner and the Partnership may obtain separate legal counsel and other expert assistance to defend or assist in defending any such suit, action or proceeding. Such Partner shall have advanced to him by the Partnership, at such Partner's request, funds for payment of all costs and expenses reasonably incurred in connection with such Partner's defense of any such action, suit or proceeding and, in addition, shall also be reimbursed for or indemnified against and saved harmless from any and all liabilities and costs and expenses which were not so advanced or incurred in connection with the defense of any such action, suit or proceeding, including, without limitation, all costs and expenses paid in settlement or compromise of the action, suit or proceeding.

## ARTICLE VIII DURATION OF BUSINESS; ARBITRATION

Section 8.1 Duration. The Partnership shall continue until the earliest of:  
(a) the expiration of the term of the Partnership; (b) all of the interests in the property acquired by it have been sold or disposed of, or have been abandoned; or  
(c) it is dissolved and terminated as provided for hereinbelow.

Section 8.2 Non-Termination of Partnership. The Partnership shall not be terminated by the death, incapacity, bankruptcy, withdrawal or expulsion of the Limited Partner, by the assignment by any Limited Partner of his interest, by the admission of a new Limited Partner, or by the admission of a new or additional General Partner.

Section 8.3 Dissolution of Partnership. The Partnership shall be dissolved only upon the occurrence of any of the following events:

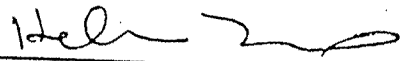
(a) The unanimous written consent or affirmative vote of all Partners to dissolve the Partnership.

(b) The death, incapacity, withdrawal or resignation of the General Partner, unless, (i) in the event of withdrawal or resignation, the General

Section 11.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

GENERAL PARTNER:  
NEW YORK WEST SIDE BAGELS,  
INC.

By:   
Helmer Toro  
President

LIMITED PARTNER:

  
AMY DUKOFF-TORO

Toro\4thFamily.LPA