

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
Guckenheimer Enterprises, Inc.		02/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Guckenheimer Services, LLC
Street Address:	Three Lagoon Drive, Suite 325
City:	Redwood Shores
State/Country:	CALIFORNIA
Postal Code:	94065
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2362392	GUCKENHEIMER
Registration Number:	2375511	WE DO A COMMON THING UNCOMMONLY WELL
Registration Number:	2379729	WHATEVER IT TAKES
Registration Number:	2438182	GUCKENHEIMER G
Registration Number:	3010690	G
Registration Number:	3338852	HEALTH, NUTRITION AND THE ENVIRONMENT
Registration Number:	4083322	NOURISHING INSPIRATION
Registration Number:	4084066	G
Registration Number:	4084067	GUCKENHEIMER
Registration Number:	4201893	FOOD TO COME TO WORK FOR
Registration Number:	4267988	THE BLUE GLASS CAFE
Registration Number:	4267989	THE BLUE GLASS CAFE

CORRESPONDENCE DATA

Fax Number: 4154713400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 415 471 3100
Email: sftrademarks@aporter.com
Correspondent Name: ARNOLD & PORTER LLP
Address Line 1: 3 Embarcadero Center, 10th Floor
Address Line 2: attn: Tina Yan Chin
Address Line 4: San Francisco, CALIFORNIA 94111-4024

ATTORNEY DOCKET NUMBER:	63048.032
NAME OF SUBMITTER:	Tina Yang Chin
Signature:	/TYC_dch/
Date:	02/21/2013

Total Attachments: 4
source=Assign - Enterprises to Services (Trademark)#page1.tif
source=Assign - Enterprises to Services (Trademark)#page2.tif
source=Assign - Enterprises to Services (Trademark)#page3.tif
source=Assign - Enterprises to Services (Trademark)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of February 14, 2013 (“*Effective Date*”) by and between Guckenheimer Enterprises, Inc., a Delaware corporation (“*Assignor*”) and Guckenheimer Services, LLC, a Delaware limited liability company (“*Assignee*”) (the “*Assignment*”).

Recitals

A. Assignor and Assignee are parties to that certain Contribution and Assumption Agreement by and between Guckenheimer Enterprises, Inc., a Delaware corporation, Guckenheimer of Texas, Inc., a California corporation, T.D.S. Foods, Inc., a California corporation, Guckenheimer Holdings, LLC, a Delaware limited liability company, Guckenheimer Services, LLC, a Delaware limited liability company, Guckenheimer Services of Texas, LLC, a Delaware limited liability company, and T.D.S. Foods, LLC, a Delaware limited liability company, dated February 14, 2013 (the “*Agreement*”).

B. Assignor owns all right, title and interest in the trademark applications and/or registrations, as set forth in Schedule A, together with the goodwill of the business, if any, connected with the use of, and symbolized by, said trademarks (“*Marks*”).

C. Pursuant to the Agreement, Assignee will acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT.

a. Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, the entire right, title and interest, throughout the world, in and to the Marks, such that Assignee is the exclusive owner of the Marks (including without limitation, any trademark registrations issuing on any trademark applications listed in Schedule A).

b. Assignor agrees that Assignee shall have the right to file or record this Assignment with the United States Patent and Trademark Office or other such entities throughout the world, and Assignor authorizes and requests the relevant authorities to record Assignee as the assignee and owner of the Marks.

c. Assignor shall execute and deliver to Assignee such documents and take such actions as reasonably requested by Assignee to register, evidence or perfect Assignee's rights under this Assignment. In addition, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and on their behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or perfect Assignee's rights under this Assignment with the

same legal force and effect as if executed by Assignor. This includes, but is not limited to, the power to insert on this Assignment any further identification that may be necessary to comply with the rules of the United States Patent and Trademark Office, or rules of other entities throughout the world, for recordation of this document.

2. GENERAL. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment will be governed by the law of the State of California, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the duly authorized representative of Assignor has executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

Guckenheimer Enterprises, Inc.




By: _____

Joe Alouf, President & Chief Financial Officer

Schedule A

Assignment of Trademarks

Registered Trademarks

REGISTERED TRADEMARKS	INT'L CLASS	GOODS/SERVICES DESCRIPTION	REGISTRATION NO.	REGISTRATION DATE	IMAGE (if design mark)
GUCKENHEIMER	42	contract food services	2,362,392	6/27/2000	N/A
WE DO A COMMON THING UNCOMMONLY WELL	42	contract food services	2,375,511	8/8/2000	N/A
WHATEVER IT TAKES	42	contract food services	2,379,729	8/22/2000	N/A
"G" DESIGN WITH GUCKENHEIMER	42	contract food services	2,438,182	3/27/2001	
G (DESIGN MARK)	43	contract food services	3,010,690	11/1/2005	
HEALTH, NUTRITION AND THE ENVIRONMENT	43	contract food services	3,338,852	11/20/2007	N/A
Nourishing Inspiration	43	contract food services	4,083,322	1/10/2012	N/A
"G" STEAM BOWL (DESIGN MARK)	43	contract food services	4,084,066	1/10/2012	
"GUCKENHEIMER" STEAM BOWL (DESIGN MARK)	43	contract food services	4,084,067	1/10/2012	
FOOD TO COME TO WORK FOR	43	contract food services	4,201,893	9/4/2012	N/A
THE BLUE GLASS CAFE	43	restaurant and catering services	4,267,988	1/1/2013	N/A
THE BLUE GLASS CAFE	43	restaurant and catering services	4,267,989	1/1/2013	