

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
BBI, Inc.		03/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bush Brothers & Company
Street Address:	1016 East Weisgarber Road
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37909
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	977825	BB
Registration Number:	1113725	BUSH'S
Registration Number:	520028	BUSH'S BEST
Registration Number:	3560408	BUSH'S BEST
Registration Number:	1616897	BUSH'S BEST COUNTRY RECIPE
Registration Number:	2151251	CHILI MAGIC
Registration Number:	851149	DUBON
Registration Number:	295013	DUBON
Registration Number:	382065	DUBON
Registration Number:	2160821	
Registration Number:	2151718	S SHOWBOAT
Registration Number:	2381034	SINCE 1908 BUSH'S BEST
Registration Number:	2727064	FANCI-PAK
Registration Number:	2991252	BUSH'S BEST SINCE 1908

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Registration Number:	2999845	BUSH'S BEST SINCE 1908
Registration Number:	2999844	BUSH'S BEST SINCE 1908
Registration Number:	3040766	LOOKS LIKE HOMEMADE. TASTES LIKE HOMEMADE.
Registration Number:	3399853	SHOWBOAT
Registration Number:	3375997	S SHOWBOAT
Registration Number:	3644093	BUSH'S BEST SECRET FAMILY RECIPE SINCE 1908
Registration Number:	3398985	THE VEGETABLE WITH MORE
Registration Number:	3398986	THE VEGGIE WITH MORE
Registration Number:	3406162	GRILLIN' BEANS
Registration Number:	3651727	BEAN MAN
Registration Number:	3812742	TEXAS RANCHERO
Registration Number:	3830734	GRILLIN' BEANS BLACK BEAN FIESTA
Registration Number:	4056828	FAMILY FAVORITE RECIPES
Registration Number:	4197378	SINCE 1908 BUSH'S BEST COCINA LATINA
Registration Number:	4219527	GRILLIN' BEANS SWEET MESQUITE
Registration Number:	4243614	COCINA LATINA FRIJOLES A LA MEXICANA
Registration Number:	925203	BEAN POT
Registration Number:	4243615	COCINA LATINA FRIJOLES NEGROS MACHACADOS
Registration Number:	4243616	COCINA LATINA FRIJOLES CHARROS MACHACADO
Registration Number:	4243617	COCINA LATINA PINTOS A LA DIABLA
Serial Number:	85845067	SINCE 1908 BUSH'S BEST FAMILY CAFE
Serial Number:	85224264	BUSH'S COCINA LATINA
Serial Number:	85224243	THE BOLDER SIDE OF BUSH'S
Serial Number:	85532099	COCINA LATINA DE BUSH
Serial Number:	85587715	CAN DO
Serial Number:	85616896	GRILLIN' BOLD
Serial Number:	85860464	RECIPE MATH
Serial Number:	85860449	BUSH'S RECIPE MATH

CORRESPONDENCE DATA

Fax Number: 703836741

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: bassam.ibrahim@bipc.com

Correspondent Name: Bassam N. Ibrahim

Address Line 1: P.O. Box 1404

Address Line 4: Alexandria, VIRGINIA 22313-1404

TRADEMARK

REEL: 004977 FRAME: 0773

	1030822-000158
NAME OF SUBMITTER:	Bassam N. Ibrahim
Signature:	/Bassam N. Ibrahim/
Date:	03/07/2013
Total Attachments: 6 source=assign for filing#page1.tif source=assign for filing#page2.tif source=assign for filing#page3.tif source=assign for filing#page4.tif source=assign for filing#page5.tif source=assign for filing#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is entered on the execution date, between BBI, Inc., a corporation organized under the laws of Delaware, having a place of business at 300 Delaware Avenue, Suite 900, Wilmington, DE 19801 (hereinafter "*Assignor*") and Bush Brothers & Company, a corporation organized and existing under the laws of Tennessee, having a place of business at 1016 East Weisgarber Road Knoxville, TN 37909, (hereinafter "*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. trademark registrations/applications listed in the attached Schedule A (the "*Marks*").

WHEREAS, Assignor and Assignee are desire to enter into this Assignment;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, and/or service marks, together with the goodwill associated with the foregoing and the ongoing and existing business to which the trademarks/service marks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (3) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "*Assigned Intellectual Property*").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in the United States of America, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety, and the assets of the business associated with the Assigned Intellectual Property, in their entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in commerce, as to which evidence of such use has not yet been filed in the USPTO, such marks are being assigned to the successor to the business of the applicant or portion thereof to which such marks pertain, which business is ongoing and existing. Assignor hereby authorizes and requests any official of the United States of America whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

4. Assignor further covenants and agrees to cooperate with and reasonably assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or another agency or authority, it being understood that any expense incident to such assistance shall be borne by the Assignee, its successors and assigns.

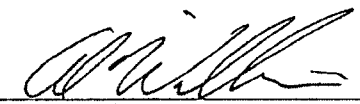
5. All assignments to be executed and return to the attention of:

**TRADEMARK
REEL: 004977 FRAME: 0775**

Bassam N. Ibrahim, Esq.
Buchanan Ingersoll & Rooney, PC
1737 King Street
Suite 500
Alexandria, VA 22314
Telephone: 703-836-6620
Facsimile: 703-836-2021
Email: bassam.ibrahim@bipc.com

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.






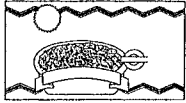
Assignor: BBI, Inc.








By: 
Name: AL Williams
Title: President
Date: 3/5/13



**U.S. FEDERAL TRADEMARK REGISTRATIONS/APPLICATIONS
AND FOREIGN TRADEMARK REGISTRATIONS/APPLICATIONS**

SCHEDULE A

U.S. FEDERAL TRADEMARK REGISTRATIONS

U.S. REGISTRATIONS		
Reg. No.	Mark	Reg. Date
977,825	B (Stylized) 	01/29/1974
1,113,725	BUSH'S	02/20/1979
520,028	BUSH'S BEST (Stylized) 	01/17/1950
3,560,408	BUSH'S BEST	01/13/2009
1,616,897	BUSH'S BEST COUNTRY RECIPE (Stylized) 	10/09/1990
2,151,251	CHILI MAGIC	04/14/1998
851,149	DUBON	06/18/1968
295,013	DUBON (Stylized) 	06/14/1932
382,065	DUBON (Stylized) 	10/15/1940
2,160,821	Miscellaneous Design 	05/26/1998

U.S. REGISTRATIONS (Cont'd)		
Reg. No.	Mark	Reg. Date
2,151,718	S SHOWBOAT & Design 	04/21/1998
2,381,034	SINCE 1908 BUSH'S BEST & Design 	08/29/2000
2,727,064	FANCI-PAK	06/17/2003
2,991,252	BUSH'S BEST SINCE 1908 & Design 	09/06/2005
2,999,845	BUSH'S BEST SINCE 1908 & Design 	09/27/2005
2,999,844	BUSH'S BEST SINCE 1908 & Design 	09/27/2005
3,040,766	LOOKS LIKE HOMEMADE. TASTE LIKE HOMEMADE	01/10/2006
3,399,853	SHOWBOAT	03/18/2008
3,375,997	S SHOWBOAT & Design 	01/29/2008
3,644,093	BUSH'S BEST SECRET FAMILY RECIPE SINCE 1908 & Design 	06/23/2009

U.S. REGISTRATIONS (Cont'd)		
Reg. No.	Mark	Reg. Date
3,398,985	THE VEGETABLE WITH MORE	03/18/2008
3,398,986	THE VEGGIE WITH MORE	03/18/2008
3,406,162	GRILLIN ' BEANS	04/01/2008
3,651,727	BEAN MAN	07/07/2009
3,812,742	TEXAS RANCHERO	07/06/2010
3,830,734	GRILLIN' BEANS BLACK BEAN FIESTA	08/10/2010
4,056,828	FAMILY FAVORITE RECIPES & Design 	11/15/2011
4,219,527	GRILLIN' BEANS SWEET MESQUITE	10/02/2012
4,243,615	COCINA LATINA FRIJOLES NEGROS MACHACADOS	11/13/2012
4,243,616	COCINA LATINA FRIJOLES CHARROS MACHACADOS	11/13/2012
4,243,617	COCINA LATINA PINTOS A LA DIABLA	11/13/2012
4,243,614	COCINA LATINA FRIJOLES A LA MEXICANA	11/13/2012
925,203	BEAN POT	12/7/1971
4,197,378	SINCE 1908 BUSHS BEST COCINA LATINA & Design 	8/28/2012

U.S. FEDERAL TRADEMARK APPLICATIONS

U.S. APPLICATIONS		
Appl. No.	Mark	Filing Date
85/845,067	SINCE 1908 BUSH'S BEST FAMILY CAFÉ & Design	02/08/2013
85/224,264	BUSH'S COCINA LATINA	01/24/2011
85/224,243	THE BOLDER SIDE OF BUSH'S	01/24/2011
85/532,099	COCINA LATINA DE BUSH	02/02/2012
85/587,715	CAN DO	04/03/2012
85/616,896	GRILLIN' BOLD	05/04/2012
85/860,464	RECIPE MATH	02/26/2013
85/860,449	BUSH'S RECIPE MATH	02/26/2013

FOREIGN TRADEMARK REGISTRATIONS

FOREIGN REGISTRATIONS				
Reg. No.	Mark	Reg. Date	Country	Intl. Class
81/21077	BUSH'S BEST	03/01/07	Bolivia	29
29,456	BUSH'S BEST	05/17/2006	Bahamas	42
821,913	BUSH'S BEST	04/11/2012	Canada	-
2400743	BUSH'S BEST	09/02/2005	United Kingdom	29
300482247	BUSH'S BEST	08/23/2005	Hong Kong	29
47,895	BUSH'S BEST	02/13/2007	Jamaica	29
2400743	BUSH'S BEST	02/10/2006	Cayman Islands	29
901691	BUSH'S BEST	09/27/2005	Mexico	29
108664-C	BUSH'S BEST	06/04/2007	Bolivia	29
144564	BUSH'S BEST	08/23/2005	Panama	29
74898	BUSH'S BEST	12/05/2011	Puerto Rico	29
TMA723,595	SINCE 1908 BUSH'S BEST & DESIGN	09/12/2008	Canada	-
1077591	GRINGOS PERO MUY BUENOS	12/15/2008	Mexico	29

TRADEMARK**RECORDED: 03/07/2013****REEL: 004977 FRAME: 0780**