

## 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
Ted's Cafe Escondido, Inc.		06/21/2013	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Ted's Cafe Escondido Holdings, Inc.		
Street Address:	c/o The Beekman Group		
Internal Address:	489 Fifth Avenue; 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3193294	TED'S CAFÉ ESCONDIDO	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	Jennifer Parkins Rabin		
Address Line 1:	222 Lakeview Avenue; Fourth Floor		
Address Line 4:	West Palm Beach, FLORIDA 33401-6147		
ATTORNEY DOCKET NUMBER:	268916		
NAME OF SUBMITTER:	Jennifer Parkins Rabin		
Signature:	/Jennifer Parkins Rabin/		

Date:

06/25/2013

**Total Attachments: 6**

source=Assignment of Intellectual Property (Project Cancun)#page1.tif

source=Assignment of Intellectual Property (Project Cancun)#page2.tif

source=Assignment of Intellectual Property (Project Cancun)#page3.tif

source=Assignment of Intellectual Property (Project Cancun)#page4.tif

source=Assignment of Intellectual Property (Project Cancun)#page5.tif

source=Assignment of Intellectual Property (Project Cancun)#page6.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated as of June 21, 2013, is entered into by and between Ted's Cafe Escondido, Inc., an Oklahoma corporation (the "Seller"), and Ted's Café Escondido Holdings, Inc., a Delaware corporation (the "Purchaser").

This Assignment is executed and delivered pursuant to the terms of that certain Stock and Asset Purchase Agreement, of even date herewith, (the "Purchase Agreement"), by and among Purchaser, Ted's FoodCo, LLC, TCE Holdings, LLC, Seller, TCE Food Production, LLC, the other sellers signatory thereto and sellers' representatives, pursuant to which, among other things, Seller has agreed to sell, and Purchaser has agreed to purchase, the Purchased Assets, including without limitation all Business Intellectual Property owned or used by Seller in the Business, including, without limitation, the trademarks listed on Exhibit A hereto and the domain names listed on Exhibit B hereto (the "Intellectual Property").

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.
2. Upon and subject to the terms and conditions of the Purchase Agreement and this Assignment, the Seller hereby irrevocably sells, conveys, transfers and assigns to the Purchaser, free and clear of all Liens and Orders of any kind whatsoever, all worldwide right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing, and to accrue under and by virtue thereof, including all rights to sue or otherwise recover, including equitable and injunctive relief, for past, present, or future infringement, damages, royalties, fees, and profits and to receive all damages, payments, costs and fees associated therewith. The assignment of the Intellectual Property granted herein includes an assignment of all goodwill associated therewith.
3. All of the terms and provisions of this Assignment are binding upon the Seller, the Purchaser and their respective successors and assigns and will inure to the benefit of the other party and its respective successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way modify any of the provisions of the Purchase Agreement. This Assignment is intended solely to effect the transfer of the Intellectual Property in accordance with the Purchase Agreement and shall not restrict any of Purchaser's rights thereunder.
4. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.
5. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary, to effectuate, carry out, and comply with the agreements set forth in this Assignment.

6. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

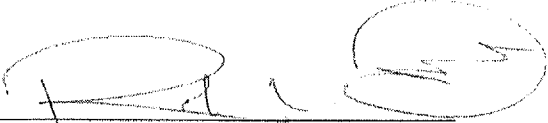
7. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Assignment may be executed by facsimile or portable document formation (.pdf), which shall be deemed and original in all cases.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

**SELLER:**

**TED'S CAFE ESCONDIDO, INC.,**  
an Oklahoma corporation

By:   
Name: Rick L. Tate  
Title: President

**PURCHASER:**

**TED'S CAFÉ ESCONDIDO HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.


**SELLER:**

**TED'S CAFE ESCONDIDO, INC.,**  
an Oklahoma corporation

By: \_\_\_\_\_  
Name: Rick L. Tate  
Title: President

**PURCHASER:**

**TED'S CAFÉ ESCONDIDO HOLDINGS, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Andrew V. Marolda  
Title: Director

**EXHIBIT A**

**TRADEMARKS**

Ted's Cafe Escondido – U.S. Trademark Registration No. 3,193,294

Ted's Cafe Escondido – Oklahoma Registration No. 12103234

**EXHIBIT B**

**DOMAIN NAME REGISTRATIONS**

<b>Domain Name</b>	<b>Expiration Date</b>
www.tedscafe.com	June 26, 2015