

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
Peter Morton		07/29/2013	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Pink Taco Holdings, LLC
Street Address:	510 North Roberston
City:	West Hollywood
State/Country:	CALIFORNIA
Postal Code:	90048
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2376167	PINK TACO
Registration Number:	2400891	PINK TACO
Registration Number:	2418093	PINK TACO

**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: gsultan@eisnerlaw.com, rprince@eisnerlaw.com

Correspondent Name: Gregg Sultan

Address Line 1: 9601 Wilshire Boulevard

Address Line 2: Suite 700

Address Line 4: Beverly Hills, CALIFORNIA 90210

NAME OF SUBMITTER:	Gregg R. Sultan
Signature:	/grs/

OP \$90.00 2376167

Date:

08/06/2013

**Total Attachments: 5**

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## TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (this "Agreement") is entered as of July 29, 2013, by and between **PINK TACO HOLDINGS, LLC**, a Delaware limited liability corporation (the "Company"), and Peter Morton, an individual ("Developer"). The assignment is intended to qualify for tax free treatment under Internal Revenue Code Section 721.

1. Assignment. Developer hereby assigns, transfers and conveys to the Company exclusively throughout the world all right, title and interest (whether or not now existing) in and to the (i) subject matter referred to in Exhibit A ("Technology"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof, (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, *sui generis* database rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing ( (i), (ii) and (iii) are collectively "Intellectual Property"), and (iv) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future use or violation or infringement of any of the foregoing.

2. Further Assurances; Moral Rights; Competition; Marketing.

2.1 Developer agrees to assist the Company in every proper way to evidence, record and perfect the assignment set forth in Section 1 and to apply for and obtain recordation, as applicable, of and from time to time secure, enforce, maintain and defend the assigned rights. If the Company is unable for any reason whatsoever to secure the Developer's signature to any document requested by the Company under this Section 2.1, Developer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Developer's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Developer's behalf and instead of Developer, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Developer.

2.2 To the extent allowed by law, Section 1 hereof includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Developer retains any such Moral Rights under applicable law, Developer hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, the Company. Developer agrees not to assert any Moral Rights with respect thereto. Developer will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

3. Assumption of Liabilities. Except as expressly stated in this Agreement, Company shall not, by the execution, delivery or performance of this Agreement or otherwise,

assume or otherwise be responsible for any liability or obligation of Developer of any nature, or claims of such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, arising out of acts or occurrences prior to the date hereof.

4. Miscellaneous. Developer is fully and solely responsible for any income, sales, use, value-added or other taxes in connection with this Agreement. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. Both Developer and Company request that the Commissioner of the United States Patent and Trademark Office and the head of the United States Copyright Office, or any analogous officials of other governmental authority, record and file this assignment with respect to the applicable Intellectual Property. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**PINK TACO HOLDINGS, LLC**

By: 

Peter Morton, Manager

Address: 510 North Robertson  
West Hollywood, CA 90048

**DEVELOPER**

By: 

Peter Morton

Address: 510 North Robertson  
West Hollywood, CA 90048

EXHIBIT A  
TO TECHNOLOGY ASSIGNMENT AGREEMENT

A. U.S. Federal Marks:

Mark	Reg./App. No.	Goods & Services	Status
PINK TACO	2376167	SHOT GLASSES, DECORATIVE BEVERAGE GLASSWARE, SPORT BOTTLES SOLD EMPTY	Registered
PINK TACO	2400891	CLOTHING, NAMELY, T-SHIRTS, SWEAT SHIRTS, PANTS, SOCKS, JACKETS, VESTS AND HATS	Registered
PINK TACO	2418093	Restaurant services, namely, offering Mexican style food and drink	Registered

B. Common Law Marks:

Developer owns the following common law trademarks, trade names and service marks:

- PINK TACO

C. Copyrights -

All copyrights in works of authorship, including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, and audiovisual creations of Developer relating to Pink Taco, including, without limitation, all content and copyrightable elements of the website located at [<http://www.pinktaco.com/>].

D. Domain Names -

- <http://www.pinktaco.com/>

E. Miscellaneous Intangibles -

All the intangible assets and interests of Developer not specifically listed above, including, without limitation, all goodwill, trademarks, service marks, names and trade names relating thereto, together with: (i) the various symbols, designs, devices, logos, labels, trade dress, slogans and other distinctive material used in association therewith; (ii) the goodwill of the business symbolized thereby; (iii) any domain names incorporating the trademarks, service marks, names and trade names or slogans; (iv) the technology and trade secrets, including, but

not limited to, proprietary information, know-how, recipes, processes, techniques, drawings, blueprints, customer lists, methods and specifications, related to the manufacture and sale of the products and services bearing or associated with the said trademarks, service marks and trade names; and (v) all relevant trademark and service mark registrations and applications for trademark and service mark registration, patents and patent applications, inventions and designs, copyrights and applications for copyright registration, the right to secure renewals, extensions, continuations and re-issues to any of the foregoing; related rights, including royalties, arising out license or other contracts with third parties; and all pending or inchoate causes of action or claims related to any of the foregoing, including the right to sue and recover for past infringement or breaches of contract.

F. License Agreement –

All rights and obligations of Developer under the following agreement as of the date hereof:  
The License Agreement dated February 2, 2007, by and between Developer and HRHH IP, LLC with respect to the Pink Taco restaurant at the Hard Rock Hotel in Las Vegas located at 4455 Paradise Road, Las Vegas, NV 89169.