

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |                    |                                       |
|---|--|--------------------|---------------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                             |                    |                                       |
| NATURE OF CONVEYANCE:   | Intellectual Property Assignment Agreement |                    |                                       |
| CONVEYING PARTY DATA  |  |                    |                                       |
| Name  | Formerly                                   | Execution Date     | Entity Type                           |
| Fuego North America, LLC  |  | 09/06/2013         | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA  |  |                    |                                       |
| Name:   | Fuego Living LLC                           |                    |                                       |
| Street Address:   | 1714 Alta Mura Road                        |                    |                                       |
| City:   | Pacific Palisades                          |                    |                                       |
| State/Country:  | CALIFORNIA                                 |                    |                                       |
| Postal Code:  | 90272                                      |                    |                                       |
| Entity Type:  | LIMITED LIABILITY COMPANY: DELAWARE        |                    |                                       |
| PROPERTY NUMBERS Total: 3   |  |                    |                                       |
| Property Type   | Number                                     | Word Mark          |                                       |
| Registration Number:  | 3855445                                    | E ELEMENT BY FUEGO |                                       |
| Registration Number:  | 3293885                                    | FUEGO              |                                       |
| Serial Number:  | 77673258                                   | FUEGO              |                                       |
| CORRESPONDENCE DATA   |  |                    |                                       |
| Fax Number:   |  |                    |                                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                    |                                       |
| Email:  | ipdocket@lw.com                            |                    |                                       |
| Correspondent Name:   | Latham & Watkins LLP                       |                    |                                       |
| Address Line 1:   | 650 Town Center Drive, Suite 2000          |                    |                                       |
| Address Line 4:   | Costa Mesa, CALIFORNIA 92626               |                    |                                       |
| ATTORNEY DOCKET NUMBER:   | 030250-0008                                |                    |                                       |
| NAME OF SUBMITTER:  | Rhonda DeLeon                              |                    |                                       |
| Signature:  | /Rhonda DeLeon/                            |                    |                                       |

OP \$90.00 3855445

Date:

09/17/2013

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of September 6, 2013, is made by Fuego North America, LLC (“**Assignor**”), a California limited liability company, in favor of Fuego Living LLC, a Delaware limited liability company (“**Assignee**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Assignee, Assignor and the other parties named therein, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated therein and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth in **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth in **Schedule 2** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patent and the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

FUEGO NORTH AMERICA, LLC

By:  \_\_\_\_\_

Name: Alex Siow

Title: CEO

FUEGO LIVING LLC

By: Aster Court, LLC,  
its Managing Member

By: \_\_\_\_\_

Name: Edward L. Plummer

Title: Managing Member

[Signature page to General Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

FUEGO NORTH AMERICA, LLC

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

FUEGO LIVING LLC

By: Aster Court, LLC,  
its Managing Member

By:  \_\_\_\_\_  
Name: Edward L. Plummer  
Title: Managing Member

**Schedule 1**

**Assigned Patents and Patent Applications**



| <b>Patent Type</b>               | <b>Name Of Invention</b>                | <b>Filing Date</b> | <b>Patent Application/<br/>Registration No.</b> |
|----------------------------------|---|--------------------|---|
| U.S. Design                      | Outdoor Grill (Large)                   | 20-Apr-07          | D570,641  |
| U.S. Design                      | Outdoor Grill (Small)                   | 20-Apr-07          | D570,151  |
| U.S. Utility                     | Quick Drawer Change System              | 20-Apr-07          | 7,703,450 B2                                    |
| U.S. Design                      | Outdoor Grill (With Canopy)             | 22-May-07          | D570,640  |
| U.S. Design                      | Outdoor Grill                           | 13-Feb-09          | D608,135 S                                      |
| European Community Design        | Outdoor Grill                           | 27-May-09          | Design No. 001143085-0001                       |
| U.S. Utility                     | Two Ring Grill Burner And Control Valve | 26-Mar-10          | 12/732,563                                      |
| Taiwan Design Patent Application | Outdoor Grill                           | 13-Jul-09          | Design No.D134930                               |
| Australian DesignRegistration    | Outdoor Grill                           | 13-Feb-09          | Design No. 326800                               |
| China Design Patent Application  | Outdoor Grill                           | 13-Aug-09          | Design No.ZL200930190306.08                     |
| Indian Design Application        | Outdoor Grill                           | 7-Aug-09           | Design No. 224220                               |
| US Design Application            | Portable Cooking Grill                  | 9-Nov-10           | D662,348  |
| Australian Design Application    | Portable Cooking Grill                  | 28-Apr-11          | 337143  |
| Canada Design Application        | Portable Cooking Grill                  | 9-May-11           | Not yet available                               |

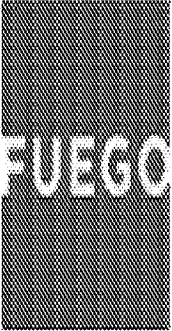
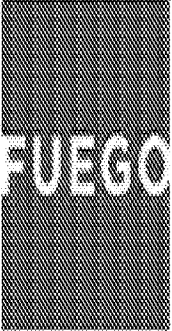
| <b>Patent Type</b>         | <b>Name Of Invention</b> | <b>Filing Date</b> | <b>Patent Application/<br/>Registration No.</b> |
|----------------------------|--------------------------|--------------------|---|
| Chinese Design Application | Portable Cooking Grill   | 9-May-11           | 2.0113E+11                                      |
| European Community Design  | Portable Cooking Grill   | 5-May-11           | 001859778-0001/0002                             |
| India Design Application   | Portable Cooking Grill   | 9-May-11           | Not yet available                               |
| India Design Application   | Portable Cooking Grill   | 9-May-11           | Not yet available                               |
| Taiwan Design Application  | Portable Cooking Grill   | 27-Apr-10          | 100301990                                       |
| US Provisional Application | Portable Cooking Grill   | 9-Nov-10           | 61/411,869                                      |

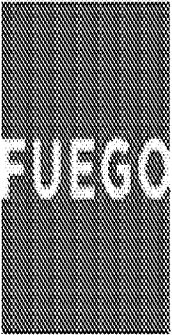
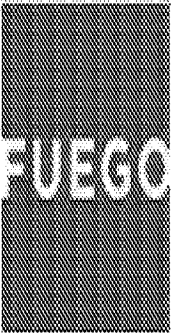


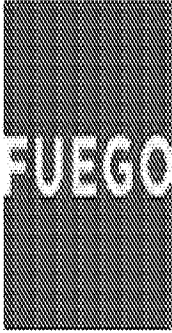

**Schedule 2**

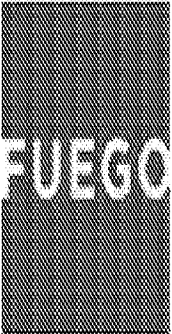
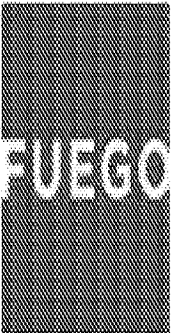
**Assigned Trademarks Registrations and Trademark Applications**

| <b>TRADEMARK</b>   | <b>COUNTRY</b>           | <b>APPLICATION NO.<br/>APPLICATION<br/>DATE</b> | <b>REGISTRATION NO.<br/>REGISTRATION<br/>DATE</b> | <b>CLASS(ES) GOODS/SERVICES</b>   |
|--|--------------------------|---|---|---|
| E ELEMENT BY<br>FUEGO (and<br>Design)<br><br>  | European Community       | 9522582<br>15-Nov-2010                          |   | (11 Int.) Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes; barbecue grills |
| E ELEMENT BY<br>FUEGO (and<br>Design)<br><br> | United States of America | 77/692,846<br>17-Mar-2009                       | 3,855,445<br>05-Oct-2010                          | (11 Int.) Barbecue grills   |

| TRADEMARK  | COUNTRY   | APPLICATION NO.<br>APPLICATION<br>DATE | REGISTRATION NO.<br>REGISTRATION<br>DATE | CLASS(ES) GOODS/SERVICES  |
|--|-----------|--|--|---------------------------|
| FUEGO (and<br>Design)<br><br>   | Hong Kong | 301185228<br>19-Aug-2008               | 301185228<br>19-Aug-2008                 | (11 Int.) Barbecue grills |
| FUEGO (and<br>Design)<br><br> | India     | 1736269<br>24-Sep-2008                 |  | (11 Int.) Barbecue grills |

| TRADEMARK  | COUNTRY  | APPLICATION NO.<br>APPLICATION<br>DATE | REGISTRATION NO.<br>REGISTRATION<br>DATE | CLASS(ES) GOODS/SERVICES  |
|--|--|--|--|---------------------------|
| FUEGO (and<br>Design)<br><br>   | Int'l<br>Registration -<br>Madrid<br>Protocol Only | A0008480<br>12-Jun-2007                | 931,554<br>12-Jun-2007                   | (11 Int.) Barbecue grills |
| FUEGO (and<br>Design)<br><br> | Int'l<br>Registration -<br>Madrid<br>Protocol Only | August 1, 2006                         | 894386<br>01-Aug-2006                    | (11 Int.) Barbecue grills |

| TRADEMARK  | COUNTRY      | APPLICATION NO.<br>APPLICATION<br>DATE | REGISTRATION NO.<br>REGISTRATION<br>DATE | CLASS(ES) GOODS/SERVICES   |
|--|--------------|--|--|--|
| FUEGO (and<br>Design)<br><br>   | New Zealand  | 769829<br>26-Jun-2007                  | 769829<br>10-Jan-2008                    | (11 Int.) Barbecue grills  |
| FUEGO (and<br>Design)<br><br> | South Africa | 2008/18072<br>06-Aug-2008              |  | (11 Int.) Apparatus for heating and cooking; grills, barbeque grills; parts, components, fittings and accessories for all of the afore going |

| TRADEMARK   | COUNTRY                  | APPLICATION NO.<br>APPLICATION<br>DATE | REGISTRATION NO.<br>REGISTRATION<br>DATE | CLASS(ES) GOODS/SERVICES            |
|---|--------------------------|--|--|-------------------------------------|
| FUEGO (and Design)<br><br>   | United States of America | 78/870,529<br>26-Apr-2006              | 3,293,885<br>18-Sep-2007                 | (11 Int.) Barbecue grills           |
| FUEGO (and Design)<br><br> | United States of America | 77/673,258<br>18-Feb-2009              |  | (30 Int.) Marinades; Sauces; Spices |