

## 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
Mi Cocina, Ltd.		01/22/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	ZM Investments, LLC		
Street Address:	301 Main Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3404043	MERCURY CHOPHOUSE	
Registration Number:	3404044	MERCURY CHOPHOUSE	
CORRESPONDENCE DATA			
Fax Number:	8176849000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8172674529		
Email:	jhelgason@benenatilaw.com		
Correspondent Name:	Pete Benenati		
Address Line 1:	2816 Bedford Road		
Address Line 4:	Bedford, TEXAS 76021		
NAME OF SUBMITTER:	Pete Benenati		
Signature:	/Pete Benenati/		
Date:	02/03/2014		

OP \$65.00 3404043

Total Attachments: 5

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## ASSIGNMENT OF FEDERALLY REGISTERED SERVICE MARKS

This Assignment of Federally Registered Service Marks (this "Assignment"), dated as of January 22, 2014 ("Effective Date"), is made by and between ZM Investments, LLC, a Texas limited liability company ("Assignee"), and Mi Cocina, Ltd, a Texas limited partnership, M Crowd Restaurant Group, Inc., its general partner ("Assignor").

### WITNESSETH

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the intellectual property identified herein and used in connection with Assignor's business.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee, as of the Effective Date, all of its right, title, and interest in and to the following federally registered service marks (the "Intellectual Property"):

- a) Registration No. 3,404,043: MERCURY CHOPHOUSE (plain word mark), registration date April 1, 2008; and
- b) Registration No. 3.404,044: MERCURY CHOPHOUSE & Design, registration date April 1, 2008.

True and correct copies of both registration certificates are attached to this Assignment as Exhibit "A".

2. Assignee hereby takes the Intellectual Property in its current status (i.e. "as is") and all rights and duties therein are the sole responsibility of Assignee, including, but not limited to, prosecution (protection) and maintenance of the marks. Assignee hereby acknowledges that it is aware of each mark's maintenance renewal deadlines based upon each mark's registration date.

3. Assignor shall take all actions requested by Assignee and reasonably necessary and execute any documents as may be reasonably requested by Assignee from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Intellectual Property. Such actions shall include, without limitation, providing documents and information useful or necessary to prosecute any application to register any of the Marks or copyrights or to apply for a patent, maintain any of the foregoing, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall

constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of Texas.

EXECUTED to be effective as of the Effective Date.

ASSIGNOR:

MI COCINA, LTD.

By: Bob Sinnott  
Bob Sinnott, Chief Financial Officer  
M Crowd Restaurant Group, Inc., its  
general partner

ASSIGNEE

ZM INVESTMENTS, LLC

By: Moutaouakil  
Name: Abdelhamid, Moutaouakil  
Title: owner.

EXHIBIT A

Registration Certificates

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,404,043

Registered Apr. 1, 2008

SERVICE MARK  
PRINCIPAL REGISTER

**MERCURY CHOPHOUSE**

MI COCINA, LTD. (TEXAS LIMITED PARTNER-  
SHIP)

350 E. ROYAL LANE, BUILDING 4

SUITE 126

IRVING, TX 75039

FOR: RESTAURANT AND BAR SERVICES, IN  
CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 3-0-2006; IN COMMERCE 3-0-2006.

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "CHOPHOUSE", APART FROM  
THE MARK AS SHOWN.

SER. NO. 76-677,070, FILED 5-18-2007.

TAMARA FRAZIER, EXAMINING ATTORNEY

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,404,044

Registered Apr. 1, 2008

SERVICE MARK  
PRINCIPAL REGISTER

MERCURY  
CHOPHOUSE

MI COCINA, LTD. (TEXAS LIMITED PARTNER-  
SHIP)  
350 E. ROYAL LANE, BUILDING 4  
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TAMARA FRAZIER, EXAMINING ATTORNEY