

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
Urban Belly, LLC		10/23/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Belly-CRG, LLC
Street Address:	1647 W. Fulton Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60612
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85977973	BELLY
Registration Number:	4265717	BELLY FIRE
Serial Number:	85530690	BELLY FIRE
Serial Number:	85630492	BELLY
Serial Number:	85530731	BELLY SMOKE
Registration Number:	4235366	BELLY SMOKE
Serial Number:	85530709	BELLY BOMB
Registration Number:	4231514	BELLY BOMB
Serial Number:	85499804	BELLYQ
Registration Number:	4227750	BELLYQ
Serial Number:	85437478	SEOUL SAUCE
Registration Number:	4157214	SEOUL SAUCE
Serial Number:	77510521	URBAN BELLY
Registration Number:	3636588	URBAN BELLY

OP \$465.00 85977973

TRADEMARK

Registration Number:	3732266	URBANBELLY
Serial Number:	77510525	URBANBELLY
Serial Number:	77756147	BELLY SHACK
Registration Number:	3894744	BELLY SHACK

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.

Phone: 312-455-8626, ex:100
 Email: acrump@crgchicago.com
 Correspondent Name: Allison Crump
 Address Line 1: 1647 W. Fulton Street
 Address Line 4: Chicago, ILLINOIS 60612

NAME OF SUBMITTER:	Allison Crump
Signature:	/Allison Crump/
Date:	02/05/2014

Total Attachments: 6

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Bill of Sale and Assignment

THIS BILL OF SALE AND ASSIGNMENT (this "*Assignment*") is made as of October 23rd, 2013 ("*Effective Date*"), by **William Kim**, of Chicago, Illinois ("*Assignor*"), in favor of **Belly-CRG, LLC**, an Illinois limited liability company ("*Assignee*").

WITNESSETH:

WHEREAS, pursuant to a Limited Liability Company Agreement of even date herewith with respect to Assignee, Assignor has committed to contribute the Intellectual Property (as hereinafter defined) in exchange for the membership interest specified therein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably bargain, sell, assign, convey, deliver and otherwise transfer to Assignee all of Assignor's right, title, and interest in, to, and under any and all Intellectual Property in any jurisdiction throughout the world. As used herein, "*Intellectual Property*" means collectively all intellectual property and other rights, interests and protections (proprietary or otherwise) associated with the direct and/or indirect (whether through affiliated and/or related entities or otherwise) conduct of business by Assignor and his affiliates, including, without limitation, the restaurant business and wholesale and retail operations, in any form or medium, through the Effective Date, including, without limitation, the following:

- (a) the name, portrait, picture, likeness, voice, biographical material and other persona rights of William Kim, Bill Kim and any derivation or other form of each of the such names and associated nicknames (collectively, the "*Kim Rights*");
- (b) the designation "Belly" whether alone or as part of a composite designation (including, without limitation, "belly fire," "belly smoke," "belly bomb," "bellyq," "seoul sauce," "urban belly" and "belly shack," whether as a trademark, servicemark, design, logo, tradename, business name, dba and/or other source identifier) and any use of such designation in any restaurant, product, service and/or other business and/or venture, including, without limitation, the names Belly Q, Belly Shack, Urban Belly, Belly Group and Belly Foods, and any derivation or other form of each of the foregoing names (collectively, the "*Belly Rights*");
- (c) all menus, recipes, know how, websites (including, without limitation, websites for Belly Q, Belly Shack, and Urban Belly), internet domain name registrations, social media rights (including, without limitation, accounts on Facebook®, Twitter® and other virtual forums), publicity, photographs, images, advertising, collateral, retail sauce labels and other marketing related to the Kim Rights and/or the Belly Rights (collectively, the "*Related Rights*");
- (d) all trade names, trademarks, servicemarks, designs, logos and other marks, source identifiers, brands, styles and concepts (collectively the "*Marks*") associated with the Kim Rights, the Belly Rights and/or the Related Rights (including, without limitation, those Marks as set forth on Schedule A attached hereto and made a part hereof), together with the goodwill of the Marks and the goodwill of the business(es) connected with and

symbolized by the Marks (along with any and all applications and registrations therefor), and the right to sue and collect for any and all past, present and future damages in connection with any infringements thereof;

(e) all copyrights, including, without limitation, all applications and registrations, related to the Kim Rights, the Belly Rights and/or the Related Rights;

(f) trade secrets and proprietary and/or confidential information associated with the Kim Rights, the Belly Rights and the Related Rights;

(g) all inventions, discoveries, improvements, specifications, documentation, designs, methods, devices, systems, computer software, writings, compilations of information, and/or materials whether or not patentable or registerable under copyright or otherwise protectable as intellectual property in the United States that have been conceived, designed, practiced, prepared, produced or developed by Assignor and/or his affiliates, either alone or in concert with others, in each case in connection with the Kim Rights, the Belly Rights and/or the Related Rights; and

(h) other intellectual property and related proprietary rights, interests and protections associated with the Kim Rights, the Belly Rights and/or the Related Rights in whatever medium, whether now in existence or in the future invented or used, including, without limitation, the right to use, reproduce, print, publish, disseminate and/or otherwise exploit such intellectual property.

Assignor desires and intends, through this Assignment, to irrevocably and completely assign, transfer and convey to Assignee, and Intellectual Property shall include and fully capture, all of the intellectual, proprietary and other rights, interests and intangible property, of whatever nature, developed, generated and/or otherwise created by Assignor in connection with Assignor's "Belly" enterprises, whether or not specifically enumerated in the definition of Intellectual Property. This Assignment shall be construed consistent with such purpose and intent.

1. Representations. Assignor represents and warrants to Assignee that the statements by, or with respect to, Assignor contained in this Section 1 are true, complete and correct:

(a) this Assignment has been duly executed and delivered by Assignor and constitutes a legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms;

(b) the execution, delivery and performance by Assignor of this Assignment do not and will not: (i) result in a violation or breach of any provision of any law applicable to Assignor; (ii) require the consent of, filing with, notice to, or other action by, any person or entity; or (iii) conflict with, result in a violation or breach of, constitute a default under, create the right to terminate or modify, or require any notice under, or result in the acceleration of any contract, agreement or other commitment to which Assignor is a party;

(c) no permit from, filing with, or notice to, any governmental authority is required in connection with the execution and delivery of this Assignment, and the transfer of any of the

Intellectual Property;

(d) Assignor is not bankrupt, and no circumstances exist which would justify the initiation of insolvency or similar proceedings regarding Assignor or his assets;

(e) there is not, and during the preceding three (3) years has not been, any legal or other proceedings pending or, to Assignor's knowledge, threatened against Assignor and/or involving any of the Intellectual Property by or before any governmental or other authority. The Intellectual Property is valid, enforceable and subsisting and is not subject to any outstanding order or settlement;

(f) Assignor is the sole and exclusive legal and equitable owner of, and has good and marketable title to, the Intellectual Property. No other person or entity has any claim and/or other right (ownership or otherwise) in and/or to any of the Intellectual Property. No lien, pledge, security interest, charge, encumbrance, license, royalty arrangement or other title defect affects in any manner whatsoever the Intellectual Property, all of which free and clear of such liens and other encumbrances and defects. There are no restrictions on, and/or agreements with respect to, the use of any of the Intellectual Property, including, without limitation, any contract restricting the ability to compete in any geographic region or with respect to the enforcement or use of certain Intellectual Property. Assignor has not directly or indirectly (including, without limitation, through an affiliate) entered into, and is not otherwise bound by any contract or other agreement with respect to any of the Intellectual Property, including, without limitation, any license or assignment of any Intellectual Property by or on behalf of Assignor, *other than* (i) a consulting agreement dated January 6, 2012 with Emanon L.L.C.; and (ii) the assignment and transfer of all right, title, and interest in, to, and under any and all Intellectual Property from Mike Kim, Urban Belly, LLC, Belly Shack, LLC and Belly Foods to Assignor, copies of the confirmation of which are attached hereto as Schedule B; and

(g) during the preceding five (5) years, Assignor has not conducted, and currently does not conduct, directly or indirectly, business using any intellectual property other than the Intellectual Property. Assignor has taken commercially reasonable efforts to protect the Intellectual Property. Neither Assignor, nor any affiliate of Assignor has infringed, misappropriated or otherwise violated any third party intellectual property, and the operation of the business and sale of products by Assignor, as previously, currently conducted, or as currently proposed to be conducted by Assignee, does not and will not infringe or misappropriate any intellectual property rights of any third party. Assignor has not received a claim (i) that Assignor or any affiliate of Assignor is infringing, misappropriating or otherwise violating the intellectual property of any third party or that has occurred in the past, or (ii) challenging the ownership, validity, enforceability, patentability, registerability or use of any Intellectual Property. To Assignor's knowledge, no third party (1) has infringed, misappropriated or otherwise violated any Intellectual Property, and/or (2) is engaging in any activity that infringes upon, misappropriates or otherwise violates the Intellectual Property.

2. Further Assurances. Assignor shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to give effect to the transfer contemplated hereunder.

3. Governing Law. This Assignment is governed by and shall be construed in accordance with the law of the State of Illinois, exclusive of its conflicts of laws principles. Any and all rights and remedies of Assignee hereunder are cumulative and are in addition to any other rights and remedies otherwise at law and/or in equity. Assignor agrees that Assignee shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Assignment and to enforce specifically this Assignment and the terms and conditions hereof in any action instituted in connection herewith in addition to any other remedy to which Assignee may be entitled at law and/or in equity. The non-prevailing party in any arbitration, legal, equitable or other adjudicatory proceeding arising out of, and/or relating to this Assignment shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorney fees, incurred by such prevailing party in connection with such proceeding.

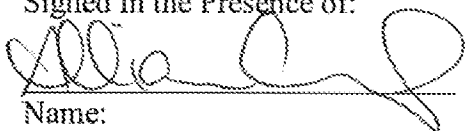
4. Severability. If any provision of this Assignment is adjudged in arbitration or by a court of competent jurisdiction to be illegal, invalid or unenforceable at law or in equity for any reason, the same shall, if possible, be modified to the extent necessary to make it legal, valid and enforceable, or, if not possible, such provision shall be deleted. The remaining provisions of this Assignment shall remain enforceable notwithstanding the illegality, invalidity or unenforceability of any individual provision. The parties also shall negotiate an equitable adjustment to this Assignment with a view toward effecting, to the extent possible, the original purpose and intent of the severed provision.


5. Binding Effect. This Assignment and all of the provisions hereof shall be binding upon the heirs, executors, successor and assigns of Assignor and shall inure to the benefit of Assignee and its successors and assigns.

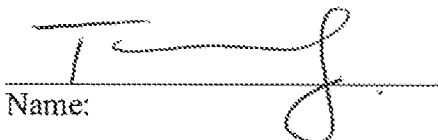
6. Counterparts. This Assignment may be executed in counterpart copies, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument. Facsimile signatures, "portable document format" (PDF) copies of signatures, and other electronic means of signature shall be deemed original signatures.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the Effective Date.

Signed in the Presence of:

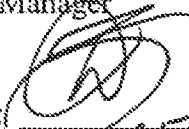

Name:


Name: William Kim


Name:

ACKNOWLEDGED AND ACCEPTED
as of the Effective Date.

Belly-CRG, LLC
By Cornerstone Management and Consulting, Inc.
Its Manager

By: 
Name: DAVID ZIMMERMAN
Title: CEO.

**Schedule A
Marks**

Mark	Mark Drawing Code	Serial Number	Registration Number
Belly	(4) Standard Character Mark	85-977,973	Pending
Belly Fire	(4) Standard Character Mark	85-530,690	4,265,717
Belly	(4) Standard Character Mark	85-630,492	Pending
Belly Smoke	(4) Standard Character Mark	85-530,731	4,235,366
Belly Bomb	(4) Standard Character Mark	85-530,709	4,231,514
BellyQ	(4) Standard Character Mark	85-499,804	4,227,750
Seoul Sauce	(4) Standard Character Mark	85-437,478	4,157,214
Urban Belly	(4) Standard Character Mark	77-510,521	3,636,588
UrbanBelly	(3) Design plus Words, Letters and/or Numbers	77-510,525	3,732,266
Belly Shack	(4) Standard Character Mark	77-756,147	3,894,744

Confidential