

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broken Egg Inc. of Siesta Key		11/05/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	South Florida Breakfast Company, L.L.C.		
Street Address:	1100 Camellia Blvd.		
Internal Address:	Suite 201		
City:	Lafayette		
State/Country:	LOUISIANA		
Postal Code:	70508		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4378053	THE BROKEN EGG	
Registration Number:	4378336	THE BROKEN EGG	
CORRESPONDENCE DATA			
Fax Number:	5616551109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(561) 832-3300		
Email:	slampert@broadandcassel.com		
Correspondent Name:	Scott L. Lampert		
Address Line 1:	One N. Clematis Street		
Address Line 2:	Suite 500		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	45951.0005		
NAME OF SUBMITTER:	Scott L. Lampert		
SIGNATURE:	/slampert/		
DATE SIGNED:	06/20/2014		
Total Attachments: 4			
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ASSIGNMENT

This Agreement is executed effective on this 5th day of November, 2013:

Broken Egg Inc. of Siesta Key, a Florida corporation, herein represented by its President, Robert Kirscher ("Assignor"); and

South Florida Breakfast Company, L.L.C., a Louisiana limited liability company, herein represented by its duly authorized Manager, Rodney L. Savoy, hereinafter referred to as ("SFBC").

Recitals

Effective as of and including November 5, 2013, SFBC acquired certain assets and contract rights of Assignor that have previously been used in Assignor's business operations under the terms of an Asset Purchase Agreement executed by and among SFBC and Assignor dated September 23, 2013 (the "Purchase Agreement").

The contract rights acquired are intended to include those contractual rights used in the operation of the Business, as defined in the Purchase Agreement.

The contractual rights assigned by Assignor to SFBC are described in specific detail on Exhibit "A" attached to this Agreement (the "Usage Agreements").

Assignor desires to assign to SFBC all of its rights in and to the Usage Agreements.

Agreement

For and in consideration of the premises and the agreements and covenants herein set forth and other good and valuable consideration delivered by SFBC to Assignor, the receipt and sufficiency of which by Assignor is hereby confessed and acknowledged, and subject to the terms of this assignment, Assignor does hereby assign, transfer, set over, and deliver unto SFBC all of its right, title, interest, and obligations of Assignor under the Usage Agreements subject to all the respective terms, conditions, reservations, and limitations set forth in the Usage Agreements.

TO HAVE AND TO HOLD, all and singular rights, benefits, and privileges of Assignor under the Usage Agreements unto SFBC its successors and assigns.

This assignment of the rights, titles, interests and obligations of Assignor under the Usage Agreements by Assignor to SFBC is made on the following terms and conditions:

It is specifically agreed that Assignor will not be responsible under the Usage Agreements for the discharge and performance of any duties and obligations to be performed or discharged by Assignor thereunder after the effective date hereof. By its acceptance of this assignment of Assignor's rights, benefits, privileges, and obligations under the Usage Agreements, SFBC accepts and agrees to perform all of the terms, covenants and conditions of the Usage Agreements on the part of Assignor therein required to be performed, from and after the effective date hereof but not

prior thereto, and agrees to indemnify, save, and hold harmless Assignor from and against any and all loss, liability, claims, or causes of action existing in favor of or asserted under the Usage Agreements, arising out of or relating to SFBC's failure to perform any of the obligations of the Assignor under the Usage Agreements after the effective date hereof.

It is further agreed that SFBC is not responsible under the Usage Agreements for the discharge of Assignor's obligations thereunder prior to the effective date hereof, and Assignor hereby covenants and agrees to indemnify, save, and hold harmless SFBC from and against any and all loss, liability, claims, or causes of action existing in favor of or asserted under the Usage Agreements, arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Usage Agreements prior to the effective date hereof.

All of the covenants, terms, and conditions set forth herein will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

WITNESSES:

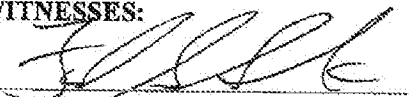
Broken Egg Inc. of Siesta Key

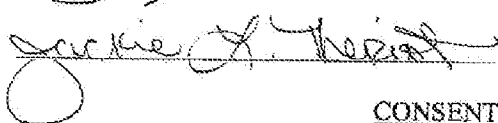
By: _____
Robert Kirscher, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

WITNESSES:

South Florida Breakfast Company, L.L.C.





By: _____
Rodney L. Savoy, Manager

CONSENT TO ASSIGNMENT

Another Broken Egg of America, Inc., consents to the foregoing assignment.

Another Broken Egg of America, Inc.

By: _____
Ron Green, president

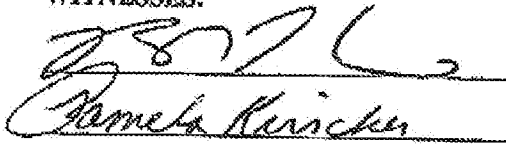
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It is further agreed that SFBC is not responsible under the Usage Agreements for the discharge of Assignor's obligations thereunder prior to the effective date hereof, and Assignor hereby covenants and agrees to indemnify, save, and hold harmless SFBC from and against any and all loss, liability, claims, or causes of action existing in favor of or asserted under the Usage Agreements, arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Usage Agreements prior to the effective date hereof.

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WITNESSES:


Pamela Kirscher

Broken Egg Inc. of Siesta Key

By: 
Robert Kirscher, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

WITNESSES:

South Florida Breakfast Company, L.L.C.

By: _____
Rodney L. Savoy, Manager

CONSENT TO ASSIGNMENT

Another Broken Egg of America, Inc., consents to the foregoing assignment.

Another Broken Egg of America, Inc.

By: 
Ron Green, president

Exhibit A

Federal trademark registrations for BROKEN EGG in a portion of the state of Florida identified as Application Serial No. 78441808 and Application Serial No. 85257769 (the "Registration Marks"), which Registration Marks are concurrent use registrations that limits the geographic territory within which Assignor has the right to use the Registration Marks as per the terms of that certain Concurrent Use Registration No. 94002524 (the "Concurrent Use Registration") entered into with Another Broken Egg of America, Inc. ("ABEA").

Assignor and ABEA also entered into that certain (a) Concurrent Use Agreement dated on or about June 20, 2012 (the "Concurrent Use Agreement"), and (b) Settlement and Coexistence Agreement dated effective on or about October 12, 2010 (the "Settlement Agreement", together with the Concurrent Use Registration, Registration Marks, and Concurrent Use Agreement, the "Usage Agreements").