

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South Florida Breakfast Company, L.L.C.		11/05/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Another Broken Egg of America, Inc.		
Street Address:	600 Grand Avenue		
Internal Address:	Suite M-209		
City:	Miramar Beach		
State/Country:	FLORIDA		
Postal Code:	32550		
Entity Type:	CORPORATION: FLORIDA		
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: 3			

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ASSIGNMENT

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

South Florida Breakfast Company, L.L.C., a Louisiana limited liability company, herein represented by its duly authorized agent Stuart Ottinger, hereinafter referred to as ("Assignor"); and

Another Broken Egg of America, Inc., a Florida corporation, herein represented by its President, Ron Green ("ABEA").

Recitals

Effective as of and including November 5, 2013, Assignor acquired certain assets and contract rights of Broken Egg Inc. of Siesta Key ("Siesta Key") that have previously been used in Siesta Key's business operations.

As additional consideration for various agreements between Assignor, or its affiliates, and ABEA, Assignor has agreed to assign to ABEA all the contractual rights described in specific detail on Exhibit "A" attached to this Agreement (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 ABEA 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 ABEA 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 ABEA its successors and assigns.

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

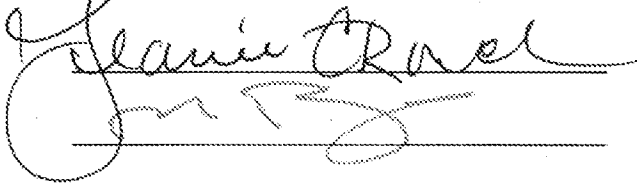
It is specifically agreed that Assignor will not be responsible under the Usage Agreements for the discharge and performance of any duties and obligations to be performed or discharged by Assignor thereunder after the effective date hereof. By its acceptance of this assignment of Assignor's rights, benefits, privileges, and obligations under the Usage Agreements, ABEA 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 ABEA'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 ABEA 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 ABEA 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:




Another Broken Egg of America, Inc.

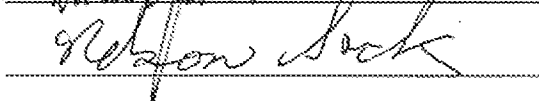
By: 

Ron Green, 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: 

Stuart Ottinger, Authorize Agent

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").