

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Souper Salad, Inc.		12/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LNC Ventures, LLC		
Street Address:	102 Ammann Road		
City:	Boerne		
State/Country:	TEXAS		
Postal Code:	78015		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2112007	SOUPER SALAD	
Registration Number:	2914792	SOUPER FRESH	
CORRESPONDENCE DATA			
Fax Number:	2108320901		
<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:	2108320900		
Email:	makammer@kammerbrowning.com		
Correspondent Name:	Mark A. Kammer		
Address Line 1:	7700 Broadway		
Address Line 2:	Suite 202		
Address Line 4:	San Antonio, TEXAS 78209		
ATTORNEY DOCKET NUMBER:	1401.03 1401.07		
NAME OF SUBMITTER:	Mark A. Kammer		
SIGNATURE:	/makammer34197/		
DATE SIGNED:	07/30/2014		
Total Attachments: 3			
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OP \$65.00 2112007

INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT is made as of the 15th day of December, 2011 by and between Souper Salad, Inc., a Delaware corporation ("Assignor"), on the one hand, and LNC Ventures, LLC, a Texas limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignor owns the trademarks and corresponding applications or registrations therefor (collectively the "Trademarks") listed on the attached Schedule A;

WHEREAS, Assignee is purchasing the Trademarks from Assignor;

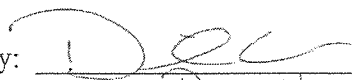
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in accordance with that certain order entered by the United States Bankruptcy Court for the District of Delaware on December 5, 2011 [Docket No. 282]:

Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

LNC VENTURES, LLC

SOUPER SALAD INC.

By: 
Printed name: Daniel Henrich
Title: Partner

By: _____
Printed name: _____
Title: _____

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LNC VENTURES, LLC

SOUPER SALAD INC.

By: _____
Printed name: _____
Title: _____

By: 
Printed name: WARD O'BRIEN
Title: PRESIDENT + CEO

Schedule A

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
SOUPER SALAD (BLOCK LETTER FORM)	USA	2,112,007	11/11/1997
SOUPER SALAD THE FRESH PLACE TO BE	USA	2,772,192	10/7/2003
SOUPER SALADS PLUS DESIGN	USA	1,247,369	8/2/1983
THE FRESH PLACE TO BE	USA	2,678,889	1/21/2003
YOU'VE NEVER HAD IT SO FRESH	USA		12/22/1998
SOUPER SALAD (AUSTRALIA)	Australia	787,028	7/7/2000
SOUPER SALAD (CANADA)	Canada	TMA540,408	1/26/2001
SOUPER SALAD (EUROPEAN UNION)	EU	1,091,800	4/20/2000
SOUPER SALAD (JAPAN)	Japan	4,396,684	6/30/2000
SOUPER SALAD (NEW ZEALAND)	New Zealand	305,824	1/28/2000
EATING BETTER JUST GOT MORE AFFORDABLE	USA	3,011,404	11/1/2005
SOUPER FRESH	USA	2,914,792	12/28/2004