

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HDOS ENTERPRISES		08/21/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HDOS FRANCHISE BRANDS, LLC		
Street Address:	1346 Oakbrook Drive, Suite 170		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30093		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2302750	HOT DOG ON A STICK	
Registration Number:	2371510	HOT DOG ON A STICK	
Registration Number:	2651663	MUSCLE BEACH LEMONADE & HOT DOGS	
Registration Number:	2878790	HOT DOG ON A STICK	
Registration Number:	2894729	HOT DOG ON A STICK	
Registration Number:	2972016	HOT DOG ON A STICK	
Registration Number:	3243999		
Registration Number:	3211128	CHEESE ON A STICK	
Registration Number:	3231962		
Registration Number:	3267984		
Registration Number:	3221809	HOT DOG ON A STICK	
Registration Number:	4013183	HOT DOG ON A STICK	
Registration Number:	3840866		
Registration Number:	3840872	HOT DOG ON A STICK SINCE 1946	
Registration Number:	3840875	HOT DOG ON A STICK SINCE 1946	
Registration Number:	3840877	HOT DOG ON A STICK	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 3630.109

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 08/21/2014

Total Attachments: 16

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT

AGREEMENT, dated August 21, 2014, is executed and delivered pursuant to (1) that certain Asset Purchase Agreement (the "APA"), dated as of July 9, 2014, between HDOS Acquisition, LLC, a Delaware limited liability company ("HDOS Acquisition"), and HDOS Enterprises, a California corporation ("Assignor"), and (2) the Order Granting Debtor's Motion for Approval of Sale of Substantially All Assets Free of Liens Pursuant to 11 U.S.C. §§ 105, 363(f) and 365 (the "Order"), entered on August 11, 2014, by the United States Bankruptcy Court for the Central District of California Los Angeles Division. Capitalized terms used but not defined herein have the meanings given to them in the APA.

RECITALS

WHEREAS, Assignor currently is in the business of operating fast food restaurants in various locations as well as franchising and licensing its intellectual property to certain other operators from its corporate headquarters in Carlsbad, California.

WHEREAS, pursuant to the APA, Assignor has agreed to sell to HDOS Acquisition and HDOS Acquisition has agreed to acquire from Assignor all of the purchased Assets of Assignor free and clear of all liens, claims, encumbrances and other interests pursuant to 11 U.S.C. § 363(f) ("Free and Clear").

WHEREAS, pursuant to the APA, Assignor has agreed assign to HDOS Acquisition and HDOS Acquisition has agreed to accept the assignment all of Assignor's Intangible Property, including that certain intellectual property described on Exhibit A to this Assignment.

WHEREAS, pursuant to Section IX.M of the APA, HDOS Acquisition may, without the consent of Assignor, assign its rights, interests and obligations under the APA to one or more of its affiliates.

WHEREAS, pursuant to that certain Asset Purchase Agreement Assignment and Assumption Agreement, dated as of the date hereof, by and among HDOS Acquisition, HDOS Franchise Brands, LLC, a Delaware limited liability company ("Assignee"), and HDOS Franchising, LLC, a Delaware limited liability company, HDOS Acquisition assigned to Assignee its rights and interests in and under the APA with respect to the Intangible Property set forth in Section I.A.3 of the APA.

WHEREAS, Assignor desires to assign the Intangible Property set forth in Section I.A.3 of the APA to Assignee, and Assignee desires to accept the assignment of the Intangible Property set forth in Section I.A.3 of the APA from Assignor.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby assign and transfer to Assignee all of Assignor's right, title and interest in and to the Intangible Property (together with all books, records and like items pertaining thereto, including the goodwill of Assignor's business, all franchises, permits, licenses, registrations, qualifications, agreements, waivers, and authorizations from, issued, or granted by any governmental authority, all patents, inventions, copyrights, intellectual property, trade secrets, manufacturing processes and production techniques, trademarks, trade names, and service marks of Assignor, all catalogues, customer lists and other data bases, correspondence with present or prospective customers and suppliers, advertising materials, software programs, software code, IP addresses, websites, URLs, domain names, mobile applications, email addresses, and telephone and facsimile numbers identified with the business of Assignor as well as other intellectual property of Assignor, registrations and applications for and renewal of the foregoing, and any past, present or future claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing), and Assignee does hereby accept from Assignor all such right, title and interest, subject to the terms and conditions set forth in this Assignment, to have and to hold the same unto Assignee, the Assignee's successors and assigns, Free and Clear except as may be specifically set forth in the APA and the Order.

2. Assignor hereby represents, warrants and covenants that Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Intangible Property.

3. Assignor further represents, warrants and covenants that the certificates of registration for the Intangible Property, issued by the United States Patent and Trademark Office, given to Assignee are true and accurate copies of the of certificates of registration of the Intangible Property.

4. Assignor and Assignee each do hereby warrant, represent and guarantee that the person executing this Assignment has the authority to execute this Assignment and bind Assignor and Assignee with respect to the matters as contained in this Assignment.

5. In any action or proceeding between Assignor and Assignee to enforce the obligations of the parties under this Assignment or concerning the meaning or interpretation of this Assignment, the prevailing party shall be entitled to recover its reasonable costs and expenses of such proceeding, including, without limitation, reasonable attorneys' fees.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and

assigns.

7. Assignor, HDOS Acquisition and Assignee each agree that the Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters relating to (i) the interpretation and enforcement of this Assignment or any ancillary document executed pursuant hereto; and/or (ii) the assets and/or liabilities affected by this Assignment, and HDOS Acquisition and Assignee expressly consent to and agree not to contest such exclusive jurisdiction.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

9. Assignor agrees that it shall fully cooperate with Assignee and shall undertake any and all further acts necessary and execute any and all documents and instruments necessary to effectuate the assignment to Assignee of the Intangible Property.

10. This Assignment is subject to and governed entirely in accordance with the terms and conditions of the APA and the Order, and in the event of any conflict or inconsistency between the terms of the APA and the Order and the terms hereof, the terms of the APA and the Order shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

HDOS Enterprises, a California corporation

By: _____

Name: Dan Smith

Title: President

ASSIGNEE:

HDOS Franchise Brands, LLC, a Delaware limited liability company

By: _____




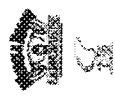

Name: Chris Dull

Title: CEO

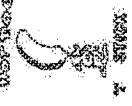







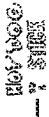
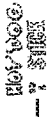

EXHIBIT A
to
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

See the Attached

HDOS TM Report

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	STATUS	IMAGE
<u>HOT DOG ON A STICK SINCE 1946</u> <u>(STYLIZED, RED, BLUE & YELLOW</u> <u>W/ FEMALE HEAD AND HAT)</u>	United Arab Emirates	157197	May 15, 2011	157197	21-Jan-13	Registered	
<u>MUSCLE BEACH LEMONADE</u> <u>ESTABLISHED AT HOT DOG ON A</u> <u>STICK 1946 - WORDMARK</u>	New Zealand	293783	Jan 29, 1998	293783	Jan 29, 1998	Registered	
<u>MUSCLE BEACH LEMONADE</u> <u>ESTABLISHED AT HOT DOG ON A</u> <u>STICK 1946 - WORDMARK</u>	Philippines	4-1998- 02778	Apr 20, 1998	4-1998-02778	Feb 10, 2005	Registered	
<u>MUSCLE BEACH LEMONADE</u> <u>ESTABLISHED AT HOT DOG ON A</u> <u>STICK 1946 - WORDMARK</u>	Venezuela	1998-007034	Apr 23, 1998	S-013055	Jul 7, 2000	Registered	
<u>HOT DOG ON A STICK (HOT DOG</u> <u>DESIGN)</u>	Hong Kong	4614/97	Apr 9, 1997	1999B06610	May 27, 1999	Registered	





HDOS TM Report

MARKING	CLASS	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRATION STATUS	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRATION STATUS	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRATION STATUS	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRATION STATUS	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRATION STATUS	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRATION STATUS	
HOT DOG ON A STICK (HOT DOG DESIGN)	Lebanon	95-01-125721	Jul 30, 1997	72992 (144851)	Jul 30, 1997	Registered														
HOT DOG ON A STICK & MAN W/ HAND DOWN (DESIGN)	United States of America	75/426,438	Jan 30, 1998	2,302,750	Dec 21, 1999	Registered														
HOT DOG ON A STICK & MAN W/ HAND DOWN (DESIGN)	European Union	876821	Jun 18, 1998	876821	Dec 17, 1999	Registered														
HOT DOG ON A STICK & MAN W/ HAND DOWN (DESIGN)	New Zealand	293786	Jan 30, 1998	B293786	Jan 30, 1998	Registered														
HOT DOG ON A STICK & MAN W/ HAND DOWN (DESIGN)	Philippines	4-1998-000642	Jan 29, 1998	4-1998-000642	Feb 26, 2006	Registered														
HOT DOG ON A STICK & MAN W/ HAND DOWN (DESIGN)	Singapore	3555/99	Apr 12, 1999	T99/03554Z	Apr 12, 1999	Registered														
HOT DOG ON A STICK & MAN W/ HAND DOWN (DESIGN)	Venezuela	2001-05359	Aug 23, 2001	S025814	Nov 1, 2004	Registered														
HOT DOG ON A STICK (STYLIZED)	Indonesia	V002005008195	Aug 5, 1996	IDM000079137	Jul 4, 2006	Registered														
HOT DOG ON A STICK (STYLIZED)	Lebanon	95-01-125751	Jul 3, 1997	72994 (144852)	Jul 3, 1997	Registered														
HOT DOG ON A STICK (STYLIZED)	Mexico	299681	Jun 27, 1997	616818	Jun 30, 1999	Registered														
HOT DOG ON A STICK (STYLIZED)	Singapore	T97/07262F	Jun 19, 1997	T97/07262F	Jun 19, 1997	Registered														



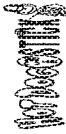
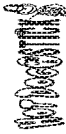
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<u>HOT DOG ON A STICK (STYLIZED)</u>	Venezuela	1998-001276	Jan 28, 1998	S-014759	Oct 8, 1999	Registered	
<u>HOT DOG ON A STICK (LEMONADE DESIGN)</u>	Indonesia	V002005008 194	Aug 5, 1996	IDM000079136	Jul 4, 2006	Registered	
<u>HOT DOG ON A STICK (LEMONADE DESIGN)</u>	Lebanon	95-01- 125751	Jul 30, 1997	72993 (144850)	Jul 30, 1997	Registered	
<u>HOT DOG ON A STICK (LEMONADE DESIGN)</u>	Philippines	4-1997- 124060	Aug 27, 1997	4-1997-124060	Dec 19, 2005	Registered	
<u>HOT DOG ON A STICK & MAN W/ HAND UP (DESIGN)</u>	United States of America	75/426,336	Jan 30, 1998	12,371,510	Jul 25, 2000	Registered	
<u>HOT DOG ON A STICK & MAN W/ HAND UP (DESIGN)</u>	Australia	754161	Feb 2, 1998	754161	Feb 2, 1998	Registered	
<u>HOT DOG ON A STICK & MAN W/ HAND UP (DESIGN)</u>	Canada	1,278,139	Nov 2, 2005	TMA736,322	Mar 13, 2009	Registered	
<u>HOT DOG ON A STICK & MAN W/ HAND UP (DESIGN)</u>	Philippines	4-1998- 000641	Jan 29, 1998	4-1998-000641	Feb 26, 2006	Registered	
<u>HOT DOG ON A STICK & MAN W/ HAND UP (DESIGN)</u>	Venezuela	2001-015358	Aug 23, 2001	S025813	Nov 1, 2004	Registered	
<u>HOT DOG ON A STICK SEAL LOGO IN ARABIC - DESIGN</u>	Bahrain	92991	Jul 23, 2012			Pending- approved awaiting publication	





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HOT DOG ON A STICK SEAL LOGO - DESIGN	Brazil	840125984	May 15, 2012				Published	
HOT DOG ON A STICK (SEAL LOGO)	Russian Federation	2013711201	Apr 4, 2013				Pending	
HOT DOG ON A STICK SEAL LOGO IN ARABIC - DESIGN	Saudi Arabia	181514	Apr 30, 2012	143307109	10/7/2013		Registered	
HOT DOG ON A STICK & MAN ON O (DESIGN)	Venezuela	2001-015357	Aug 23, 2001			Nov 1, 2004	Registered	
MUSCLE BEACH LEMONADE & HOT DOGS (DESIGN)	United States of America	76/312,952	Sep 17, 2001	2,651,663	Nov 19, 2002		Registered	





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MUSCLE BEACH LEMONADE & HOT DOGS (DESIGN)	Venezuela	2001-015356	Aug 23, 2001	5025811	Nov 1, 2004	Registered	
HOT DOG ON A STICK (STYLIZED - RED)	United States of America	76/531,733	Jul 23, 2003	2,878,790	Aug 31, 2004	Registered	
HOT DOG ON A STICK (STYLIZED - BLUE)	United States of America	76/531,732	Jul 23, 2003	2,894,729	Oct 19, 2004	Registered	
HOT DOG ON A STICK W/ MAN ON SIDE (DESIGN)	United States of America	76/527,516	Jul 3, 2003	2,972,016	Jul 19, 2005	Registered	





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<u>SHIRT DESIGN (STYLIZED)</u>	United States of America	78/769,839	Dec 8, 2005	3,243,999	May 22, 2007	Registered	
<u>SHIRT DESIGN (STYLIZED)</u>	Canada	1,298,355	Apr 19, 2006	TMA737787	Apr 8, 2009	Registered	
<u>SHIRT DESIGN (STYLIZED)</u>	Philippines	4-2006-004101	Apr 19, 2006	4-2006-004101	Mar 24, 2008	Registered	
<u>CHEESE ON A STICK</u>	United States of America	78/864,179	Apr 18, 2006	3211128	Feb 20, 2007	Registered	









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CAP & DESIGN (B/W)	United States of America	78/864,115	Apr 18, 2006	3231962	Apr 17, 2007	Registered	
CAP & DESIGN (COLOR)	United States of America	78/864,045	Apr 18, 2006	3267984	Jul 24, 2007	Registered	
HOT DOG ON A STICK & MAN W/	Mexico	941456	Jun 17, 2008	1107900	Jun 24, 2009	Registered	
HAND DOWN (DESIGN)	United States of America	78/740,403	Oct 25, 2005	3221809	Mar 27, 2007	Registered	

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HOT DOG ON A STICK & DESIGN	Philippines	4-2006-003802	Apr 5, 2006	4-2006-003802	Nov 17, 2008	Registered	
HOT DOG ON A STICK (FEMALE HEAD DESIGN)	United States of America	77/920,379	Jan 26, 2010	4013183	Aug 16, 2011	Registered	
FEMALE HEAD WITH DISTINCTIVE HAT IN CIRCLE (DESIGN MARK)	United States of America	77/920,406	Jan 26, 2010	3840866	Aug 31, 2010	Registered	
HOT DOG ON A STICK SINCE 1946 (STYLIZED W/ FEMALE HEAD AND HAT)	United States of America	77/920,444	Jan 26, 2010	3840872	Aug 31, 2010	Registered	




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HOT DOG ON A STICK SINCE 1946 (STYLIZED W/ FEMALE HEAD AND HAT)	Republic of Korea	41-2012-0033701	Oct 10, 2012	41-0275336	Dec 12, 2013	Registered	
HOT DOG ON A STICK SINCE 1946 (STYLIZED)	United Arab Emirates	160668	Aug 3, 2011	164009	Feb 7, 2012	Registered	
HOT DOG ON A STICK SINCE 1946 (STYLIZED, RED, BLUE & YELLOW W/ FEMALE HEAD AND HAT)	United States of America	77/920,489	Jan 26, 2010	3840875	Aug 31, 2010	Registered	
HOT DOG ON A STICK (STYLIZED AND/OR WITH COLOR DESIGN)	United States of America	77/920,512	Jan 26, 2010	3840877	Aug 31, 2010	Registered	
HOT DOG ON A STICK & DESIGN W MAN ON TOP (COLOR)	China	8559998	Aug 10, 2010	8559998	May 14, 2012	Registered	
HOT DOG ON A STICK & DESIGN W MAN ON SIDE (B/W)	China	8559997	Aug 10, 2010	8559997	May 14, 2012	Registered	
HOT DOG ON A STICK & DESIGN W MAN BELOW (B/W)	China	8559996	Aug 10, 2010	8559996	May 14, 2012	Registered	
HOT DOG ON A STICK & DESIGN W/ GIRL IN CIRCLE (B/W)	China	8559995	Aug 10, 2010	8559995	May 14, 2012	Registered	
HAT (COLOR IMAGE)	China	8772842	Oct 25, 2010	8772842	Dec 21, 2011	Registered	

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HAT (B/W IMAGE)	China	8772841	Oct 25, 2010	8772841	Dec 21, 2011	Registered	
HDOS (CHINESE CHARACTERS)	China	8777653	Oct 26, 2010	8777653	Dec 14, 2011	Registered	
MUSCLE BEACH LEMONADE & HOT DOGS W/ MAN ON SIDE (DESIGN)	China	9088026	Jan 25, 2011	9088026	Apr 14, 2012	Registered	
HDOS (CHINESE CHARACTERS)	China	9106533	Jan 30, 2011	9106533	Feb 14, 2012	Registered	賈德客
HOT DOG NO PALITO SEAL LOGO (COLOR)	Brazil	840337787	Nov 22, 2012			Published	
HOT DOG NO PALITO LOGO (BLACK & WHITE FACE ON SIDE)	Brazil	840337795	Nov 22, 2012			Published	
HOT DOG ON A STICK & Logo	Republic of Korea	41-2014-0028996				Pending	
					21-Jul-14		