

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buffet Partners, L.P.		06/20/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Fresh Acquisitions, LLC		
Street Address:	120 Chula Vista		
City:	Hollywood Park		
State/Country:	TEXAS		
Postal Code:	78232		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1987794	DYNAMIC FOODS	
Registration Number:	3584008	DYNAMIC FOODS	
Registration Number:	1870079	FURR'S	
Registration Number:	3208318	FURR'S FAMILY BUFFET	
Registration Number:	3208315	FURR'S FAMILY BUFFET	
Registration Number:	1878073	FURR'S FAMILY DINING	
Registration Number:	3208316	FURR'S FRESH BUFFET	
Registration Number:	3208317	FURR'S FRESH BUFFET	
Registration Number:	4180545	FURR'S FRESH BUFFET	
Registration Number:	4537951	FURR'S FRESH SELECTIONS	
Registration Number:	4250667	JUST WHAT YOU WANT. MADE FRESH.	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	214-651-5262		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Lisa Normand		
Address Line 1:	Haynes and Boone, LLP		
Address Line 2:	2323 Victory Ave., Suite 700		
		TRADEMARK	

OP \$290.00 1987794

Address Line 4:	Dallas, TEXAS 75219
ATTORNEY DOCKET NUMBER:	0052464.00001
NAME OF SUBMITTER:	Lisa Normand
SIGNATURE:	/Lisa Normand/
DATE SIGNED:	10/15/2014
Total Attachments: 6 source=Bill of Sale and schedule of IP#page1.tif source=Bill of Sale and schedule of IP#page2.tif source=Bill of Sale and schedule of IP#page3.tif source=Bill of Sale and schedule of IP#page4.tif source=Bill of Sale and schedule of IP#page5.tif source=Bill of Sale and schedule of IP#page6.tif	

BILL OF SALE

This Bill of Sale (the "Bill of Sale") is delivered pursuant to the Closing under the Asset Purchase Agreement (as amended, the "Purchase Agreement") dated as of March 28, 2014, by and among Buffet Partners, L.P., a Delaware limited partnership, as the "Seller," and Fresh Acquisitions, LLC, as the designee of Chatham Credit Management III, LLC (the "Purchaser"). Capitalized terms used in this Bill of Sale without definition have the respective meanings given to them in the Purchase Agreement.

Pursuant to the Purchase Agreement, the Purchaser has agreed to acquire the Purchased Assets. The Purchaser and the Seller now seek to consummate the assignment, conveyance and transfer of such Purchased Assets.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Bill of Sale and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Sale and Transfer of Purchased Assets. The Seller hereby sells, assigns, conveys, transfers and delivers to the Purchaser all of the Purchased Assets.

Section 2 Power of Attorney. The Seller hereby constitutes and appoints the Purchaser as the Seller's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of the Purchaser and its successors and assigns, to demand, receive and collect any and all of the Purchased Assets and to give receipts and releases for and in respect of the same, and from time to time to institute and prosecute in the Seller's name, or otherwise for the benefit of the Purchaser and its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Purchaser or its successors or assigns may deem proper for the collection or recovery of any of the Purchased Assets or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to the Purchaser and its successors and assigns the Purchased Assets and all rights granted to the Purchaser under the Purchase Agreement. The Seller declares that the foregoing powers are coupled with an interest and are and will be irrevocable by the Seller or by its dissolution or in any manner or for any reason whatsoever. Nothing in this Section 2 will be deemed a waiver of any remedies otherwise available.

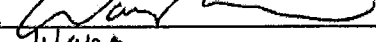
Section 3 General. This Bill of Sale (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this Bill of Sale or facsimile or email transmission of the signature to this Bill of Sale in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts as provided in Section 11.16 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Bill of Sale, the provisions of the Purchase Agreement will control.

[Signature page follows.]

The undersigned has signed this Bill of Sale on June 20, 2014.

FRESH ACQUISITIONS, LLC, a Delaware limited liability company

By: Chatham Credit Management III, LLC, a Georgia limited liability company, its Manager

By: 
Name: Lin Wang
Its: Sr. Managing Director

BUFFET PARTNERS, L.P.

By: Buffet G.P., Inc.
Its: General Partner

By: _____
Dave Siebert
CFO

The undersigned has signed this Bill of Sale on June 20, 2014.


FRESH ACQUISITIONS, LLC, a Delaware limited liability company

By: Chatham Credit Management III, LLC, a Georgia limited liability company, its Manager


By: _____
Name: _____
Its: _____



BUFFET PARTNERS, L.P.

By: Buffet G.P., Inc.
Its: General Partner

By: 
Dave Siebert
CFO

Schedule 2.1(e) – Purchased Intellectual Property

Trademark Information	State/Country	Goods/Services	Deadline(s)
FURR'S Serial No. 19165 Filing Date: December 15, 1977 Registration No. 19165 Registration Date: December 15, 1977	Arizona	IC 14: Prepared foods and/or ingredients thereof.	Registered 12/14/2017 – Renewal due.
DYNAMIC FOODS Serial No. 74/285,258 Filing Date: June 16, 1992 Registration No. 1,987,794 Registration Date: July 23, 1996	USA	IC29: G & S: meat; seafood; prepared foods; namely, beef and pork cutlets and patties; organ meats; fish filets; prepared entrees consisting primarily of meat, fish, poultry or vegetables; and desserts; namely, fruit-based pie fillings and fruit-based dessert toppings IC 30: bakery goods; sauces; prepared foods; namely, bread products in the nature of bread loaves, rolls, dumplings, biscuits, pie crusts and bread crumbs; and desserts; namely, pies, cakes, and cobblers; prepared entrees consisting primarily of pasta or rice.	Registered 07/23/2016 – Section 8 & 9 renewal due.
DYNAMIC FOODS (and Design)  Serial No. 77/206,504 Filing Date: June 14, 2007 Registration No. 3,584,098 Registration Date: March 3, 2009	USA	IC29: Meat; seafood, not live; prepared foods, namely, beef and pork cutlets and patties; organ meats made of liver; fish filets; prepared entries consisting primarily of meat, fish, poultry or vegetables; and desserts, namely, fruit-based pie fillings and fruit-based dessert toppings. IC30: Bakery goods; sauces; prepared foods, namely, bread products in the nature of bread loaves, rolls, dumplings, biscuits, pie crusts and bread crumbs; and desserts; namely, pies, cakes and cobblers; prepared entries consisting primarily of pasta or rice.	Registered 03/03/2015 – Section 8 & 15 Declaration due. 03/03/2019 – Section 8 & 9 renewal due.

Trademark Information	State/Country	Goods/Services	Deadline(s)
FURR'S Serial No. 74/067,344 Filing Date: June 11, 1990 Registration No. 1,870,079 Registration Date: December 27, 1994	USA	IC 42: Restaurant services.	<i>Registered</i> 12/27/2014 - Section 8 & 9 renewal due.
FURR'S FAMILY BUFFET Serial No. 78/848,164 Filing Date: March 28, 2006 Registration No. 3,208,318 Registration Date: February 13, 2007	USA	IC 43: Restaurant services.	<i>Registered</i> 02/13/2017 - Section 8 & 9 renewal due.
FURR'S FAMILY BUFFET (and Logo)  Serial No. 78/848,146 Filing Date: March 28, 2006 Registration No. 3,208,315 Registration Date: February 13, 2007	USA	IC 43: Restaurant services.	<i>Registered</i> 02/13/2017 - Section 8 & 9 renewal due.
FURR'S FAMILY DINING Serial No. 74/067,337 Filing Date: June 11, 1990 Registration No. 1,878,073 Registration Date: February 7, 1995	USA	IC 42: Restaurant services.	<i>Registered</i> 02/07/2015 - Section 8 & 9 renewal due.
FURR'S FRESH BUFFET Serial No. 78/848,154 Filing Date: March 28, 2006 Registration No. 3,208,316 Registration Date: February 13, 2007	USA	IC 43: Restaurant services.	<i>Registered</i> 02/13/2017 - Section 8 & 9 renewal due.
FURR'S FRESH BUFFET (and Design)  Serial No. 85/311,760 Filing Date: May 4, 2011 Registration No. 4,180,545 Registration Date: July 24, 2012	USA	IC 43: Restaurant and catering services.	<i>Registered</i> 07/24/2018 - Section 8 & 15 Declaration due. 07/24/2022 - Section 8 & 9 renewal due.

Trademark Information	State/Country	Goods/Services	Deadline(s)
FURR'S FRESH BUFFET (and Logo)  Serial No. 78/848,159 Filing Date: March 28, 2006 Registration No. 3,208,317 Registration Date: February 13, 2007	USA	IC 43: Restaurant services.	<i>Registered</i> 02/13/2017 - Section 8 & 9 renewal due.
FURR'S FRESH SELECTIONS (and Design)  Serial No. 85/091,735 Filing Date: July 23, 2010	USA	IC 43: Catering of food and drinks; restaurant services.	<i>Pending</i> Awaiting acceptance of Statement of Use.
JUST WHAT YOU WANT. MADE FRESH. Serial No. 85/256,589 Filing Date: March 3, 2011 Registration No. 4,250,667 Registration Date: November 27, 2012	USA	IC 43: Catering services; restaurant services.	<i>Registered</i> 11/27/2018 - Section 8 & 15 Declaration Due. 11/27/2022 - Section 8 & 9 renewal due.

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