

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM326188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frida Restaurant Americana, LLC		12/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ber, LLC		
Street Address:	17 Beverly Ridge Ter		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85941442	FRIDA RESTAURANT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sharon@novianlaw.com		
Correspondent Name:	Novian & Novian LLP		
Address Line 1:	1801 Century Park East, Suite 1201		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	4529-1		
NAME OF SUBMITTER:	Farhad Novian		
SIGNATURE:	/Farhad Novian/		
DATE SIGNED:	12/15/2014		
Total Attachments: 2			
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OP \$40.00 85941442

ASSIGNMENT OF TRADEMARK

Effective Date: December 12, 2014

WHEREAS Frida Restaurant Americana, LLC, a Delaware limited liability company, ("Assignor") may own or hold certain rights in the "Frida Restaurant" trademark, identified by the United States Patent and Trademark Office as Serial No. 85941442 in International Class 43 for "restaurant services" (the "Mark").

WHEREAS, Ber, LLC, a California limited liability company, ("Assignee") desires to acquire any and all of the right, title, and interest that Assignor may hold in and to the Mark and all goodwill associated therewith, all common law and statutory rights, and all applications and registrations thereof; and, Assignor desires to assign any and all of the rights, title, and interest it may hold in the foregoing to the Assignee.

NOW, THEREFORE, for good and valuable consideration from Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged,

Assignment of Rights. Assignor hereby sells and irrevocably transfers unto said Assignee all right, title, and interest Assignor may hold in and to the Mark, and any colorable imitation thereof, whether in existence now or in existence in the future, as to all media now known or hereinafter devised, together with any and all rights to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with the Mark.

Entire Understanding. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, negotiations, or agreements, written or oral, express or implied. The Recitals are incorporated by reference into this Agreement.

Further Acts. It is further agreed that upon that the parties shall duly execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney as may be reasonably required to effect the terms of this Agreement.

Acknowledgment. Each party to this Agreement acknowledges that it has had the opportunity to seek independent legal counsel.

Governing Law. This Agreement is executed and delivered within the State of California and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California without regard to conflict of law principles.

Severability. If any term, provision, covenant, or condition of this Agreement is held in a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions remains in effect.

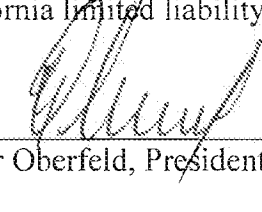
Counterparts. This Assignment may be executed in any number of counterpart copies and each such counterpart copy shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. Email and facsimile signatures shall have the same force and effect as originals.

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

ASSIGNOR
FRIDA RESTAURANT AMERICANA, LLC
a Delaware limited liability company

By: 
Ber Oberfeld, President

ASSIGNEE
BER, LLC
a California limited liability company

By: 
Ber Oberfeld, President