

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madeira Services, LTD		02/09/2015	COMPANY: VIRGIN ISLANDS, BRITISH
Timberland Trading, Inc.		02/09/2015	CORPORATION: PANAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	El Corral Investments, Inc.		
<b>Street Address:</b>	Waterpool Plaza, 2nd Floor		
<b>Internal Address:</b>	Wickhams Cay 1, Road Town		
<b>City:</b>	Tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Entity Type:</b>	CORPORATION: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77441940	HAMBURGUESAS EL CORRAL THE ORIGINAL RECI	
<b>Serial Number:</b>	77037520	HAMBURGUESAS EL CORRAL LA RECETA ORIGINA	
<b>Serial Number:</b>	85382419	EL CORRAL HAMBURGERS THE ORIGINAL RECIPE	
<b>Serial Number:</b>	85895700	EL CORRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4809073003		
<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>			
<b>Phone:</b>	4803276652		
<b>Email:</b>	trademark@weissbrown.com		
<b>Correspondent Name:</b>	Garland A. Brown, Jr.		
<b>Address Line 1:</b>	6263 N. Scottsdale Road		
<b>Address Line 2:</b>	STE 340		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85250		
<b>ATTORNEY DOCKET NUMBER:</b>	1153.0002		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Garland A. Brown, Jr.		
<b>Address Line 1:</b>	6263 N. Scottsdale Road		

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<b>Address Line 2:</b>	STE 340
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85250
<b>NAME OF SUBMITTER:</b>	Garland A. Brown, Jr.
<b>SIGNATURE:</b>	/Garland A. Brown, Jr./
<b>DATE SIGNED:</b>	04/01/2015
<b>Total Attachments: 4</b> source=ElCorralAssignment#page1.tif source=ElCorralAssignment#page2.tif source=ElCorralAssignment#page3.tif source=ElCorralAssignment#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of February 9, 2015, by and between Madeira Services, LTD, organized and existing under British Virgin Islands law ("Madairn") and Timberland Trading, Inc., organized and existing under Panama law ("Timberland") (Madeira and Timberland shall be collectively referred to as, "Assignors") and El Corral Investments, Inc., organized and existing under British Virgin Islands law ("Assignee").

### RECITALS:

WHEREAS, Assignor own certain common law and/or pending or registered trademarks specifically set forth on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, Assignors desire to assign and convey to Assignee, and Assignee desires to acquire from Assignors, all of Assignors' right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby.

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby sell, assign, transfer, and set over to Assignee, its lawful successors and assigns, Assignors' entire right, title, and interest in and to the Trademarks, any other United States or foreign trademark application directed to the Trademarks, and all trademark rights of the United States and foreign trademark rights that may be granted thereon, and all rights to claim priority on the basis of any such applications, convention rights and other benefits accruing or to accrue with respect to the filing of trademark applications or the issuance of United States or foreign trademark rights with respect thereto, together, in each case, with (a) the entire portion of the goodwill of the business connected with the use of and symbolized by the Trademarks, which business is ongoing and existing, (b) all reexaminations, extensions, renewals, substitutes, continuing applications and extensions thereof and (c) all rights derived therefrom in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto.

2. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue all trademarks to Assignee, its successors and assigns, in accordance with the terms of this Agreement.

3. Assignors hereby further covenant and agree that Assignors, will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignors respecting the Trademarks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its successors and assigns, execute all documents required, and generally do everything possible to aid Assignee, its successors and assigns, to

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obtain and enforce proper trademark protection for the Trademarks in the United States and any foreign country, it being understood that any expense incident to the taking of such actions and the execution of such papers shall be borne by Assignee, its successors and assigns.

4. Assignors hereby represent, warrant, and covenant that Assignors have the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignors have not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any goodwill or rights in or to the Trademarks. Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignors have not executed and will not execute any assignment, agreement, or other instrument in conflict with this Agreement.

5. Assignors hereby further transfer and assign to Assignee all claims, causes of action, rights, and remedies arising under any of the Trademarks prior to or after the effective date of this Agreement, including but not limited to the right to recover for past infringements thereof.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement along with its Schedule, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement shall be governed by and construed in accordance with Federal law, but if Federal law does not provide a rule of decision it shall be governed by and construed in accordance with the law of the State of Delaware (excluding any conflict of laws rule or principle under Delaware law that might refer the governance or the construction of this Agreement to the law of another jurisdiction).

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party has executed this Agreement by its duly authorized representative as of the date first written above.

**ASSIGNORS:**

MADEIRA SERVICES, LTD

By: 

Name: Paul S. B. [unclear]

Title: General Manager

Address: Akara Bldg, 24 de Castro Street  
Wickhams Cay 1, Road Town  
Tortola, British Virgin Island

TIMBERLAND TRADING, INC.

By: 

Name: Paul S. B. [unclear]

Title: General Manager

Address: Calle Elvira Mendez No. 10  
Edificio Interseco piso 2 Zona 5  
Panamá, Ciudad de Panamá

**ASSIGNEE:**

EL CORRAL INVESTMENTS, INC.

By: 



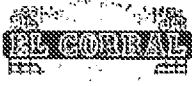
Name: [unclear]

Title: [unclear]

Address: Waterpool Plaza, 2<sup>nd</sup> Floor  
Wickhams Cay 1, Road Town  
Tortola, British Virgin Island

SCHEDULE I

Trademarks

TRADEMARKS	STATUS	SERIAL NO FILING DATE	REG. NO. REG. DATE	CLASS/GOODS & SERVICES
	Registered	77441940 4/7/2008	4175851 7/17/2012	IC 30 Hamburger sandwiches
	Registered	77037520 11/6/2006	4183493 7/31/2012	IC 43 Fast-food restaurants; restaurant services
	Registered	85382419 7/27/2011	4199864 8/28/2012	IC 43 Fast-food restaurants; restaurant services
El Corral	Registered	85895700 4/4/2013	4432470 11/12/2013	IC 43 Fast-food restaurants; restaurant services

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