

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TJF USA, LLC		07/31/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Tijuana Flats Restaurants, LLC		
Street Address:	9439 Forest City Road		
City:	Altamonte Springs		
State/Country:	FLORIDA		
Postal Code:	32714		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4253417	BURRITO THURSDITO	
Registration Number:	3780720	FLAT HEADS	
Registration Number:	3041689	GIVE HEAT A CHANCE	
Registration Number:	2731322	GIVE HEAT A CHANCE	
Registration Number:	4550208	HOT BAR	
Registration Number:	3041685	HOT IS THE NEW COOL	
Registration Number:	4121439	KEEPIN' IT FRESH!	
Registration Number:	2830046	LET US ROLL YOU A FAT ONE	
Registration Number:	2970669	MAKE IT A POWER LITE	
Registration Number:	2806702	MAKE IT WET	
Registration Number:	4185328	NORRITO BOWL	
Registration Number:	3180290	ROCK OUT WITH YOUR GUAC OUT	
Registration Number:	3579969	SHARE THE LOVE. FEEL THE BURN.	
Registration Number:	4443444	TAKE ME TO YOUR EATER	
Registration Number:	3251679	THAT'S HOW WE ROLL	
Registration Number:	3292167	THAT'S HOW WE ROLL...	
Registration Number:	3781206	TIJUANA BANGIN' CHICKEN BURRITO	
Registration Number:	3054614	TIJUANA FLATS	
Registration Number:	3050888	TIJUANA FLATS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3050889	TIJUANA FLATS
Registration Number:	3062951	TIJUANA FLATS
Registration Number:	3638990	TIJUANA FLATS BURRITO CO.
Registration Number:	3173521	TIJUANA FLATS HOT
Registration Number:	3805968	TIJUANA FLATS MORNIN' MUNCHIES
Registration Number:	4146710	TIJUANA TRIO
Registration Number:	4542570	TIJUANA TUESDAZE
Registration Number:	3050299	WELCOME TO OUR WORLD
Registration Number:	2994160	WHO SAYS SIZE DOESN'T MATTER

CORRESPONDENCE DATA

Fax Number: 6467286258
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.
Phone: 212-596-9255
Email: ronald.duvernay@ropesgray.com
Correspondent Name: Nathan D. Yates
Address Line 1: 1211 Avenue of the Americas
Address Line 2: Ropes & Gray LLP
Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER:	111956-0002-001
NAME OF SUBMITTER:	Nathan D. Yates
SIGNATURE:	/n yates/
DATE SIGNED:	08/13/2015

Total Attachments: 5
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U.S. TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made as of July 31, 2015 by TJF USA, LLC a Florida limited liability company having a principal place of business at 9439 Forest City Rd., Altamonte Springs, Florida 32714 ("Assignor") to Tijuana Flats Restaurants, LLC, a Florida limited liability company having a principal place of business at 9439 Forest City Rd., Altamonte Springs, Florida 32714 ("Assignee").

WHEREAS, AUA Burrito Partners, LLC, Triloma Capital Partners, LLC, TJF Holding Company, LLC, J. Camp Fitch, Brian Wheeler, the Assignor and the other parties named therein are parties to the Equities Purchase Agreement, dated as of July 16, 2015 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor owns the trademark applications, registered trademarks and internet domain names as set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.
2. Assignor hereby sells, conveys, assigns, transfers and sets over to Assignee all of Assignor's rights, title and interest to the Assigned Marks, together with the goodwill of the business symbolized thereby, free and clear of any and all security interests, debts, liens and encumbrances suffered or incurred by the Assignor; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
3. From and after the Closing Date, Assignor shall, and shall cause the Sellers to, without further consideration, execute and deliver such instruments of transfer,

conveyance, assignment and assumption, in addition to the Transaction Documents, and take such other action as may reasonably be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Assigned Marks and other rights to be conveyed herewith.

4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable U.S. states and foreign countries to record Assignee as the assignee and owner of the Assigned Marks.

5. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.

6. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Florida, without giving effect to the conflict of laws rules thereof.


8. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Marks.

9. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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


TJF USA, LLC, a Florida limited liability company

By: TJF MANAGEMENT COMPANY, a Florida limited liability company

By: 
Name: J. Camp Fitch
Title: President

TIJUANA FLATS RESTAURANTS, LLC, a Florida limited liability company

By: TJF MANAGEMENT COMPANY, a Florida limited liability company

By: 
Name: J. Camp Fitch
Title: President

SCHEDULE I

1. Trademark Registrations

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration Number</u>
<u>BURRITO THURSDITO</u>	US	85593828	4/10/12	12/4/12	4253417
<u>FLAT HEADS (and Design)</u>	US	77822395	9/9/09	4/27/10	3780720
<u>GIVE HEAT A CHANCE</u>	US	78546911	1/13/05	1/10/06	3041689
<u>GIVE HEAT A CHANCE</u>	US	76322589	10/5/01	7/1/03	2731322
<u>HOT BAR</u>	US	85895184	4/4/13	6/17/14	4550208
<u>HOT IS THE NEW COOL</u>	US	78546868	1/13/05	1/10/06	3041685
<u>Keepin' it Fresh!</u>	US	85395184	8/11/11	4/3/12	4121439
<u>LET US ROLL YOU A FAT ONE</u>	US	78220724	3/3/03	4/6/04	2830046
<u>MAKE IT A POWER LITE</u>	US	78438405	6/21/04	7/19/05	2970669
<u>MAKE IT WET</u>	US	78216358	2/19/03	1/20/04	2806702
<u>NORRITO BOWL</u>	US	85395226	8/11/11	8/7/12	4185328
<u>ROCK OUT WITH YOUR GUAC OUT</u>	US	78749332	11/8/05	12/5/06	3180290
<u>SHARE THE LOVE. FEEL THE BURN.</u>	US	77523612	7/16/08	2/24/09	3579969
<u>TAKE ME TO YOUR EATER</u>	US	85906881	4/17/13	12/3/13	4443444
<u>THAT'S HOW WE ROLL (and Design)</u>	US	78947058	8/8/06	6/12/07	3251679
<u>THAT'S HOW WE ROLL...</u>	US	78859771	4/12/06	9/11/07	3292167
<u>TIJUANA BANGIN' CHICKEN BURRITO</u>	US	77864693	11/4/09	4/27/10	3781206
<u>TIJUANA FLATS</u>	US	78557933	2/1/05	1/31/06	3054614

<u>TIJUANA FLATS (and Design)</u>	US	78668711	7/12/05	1/24/06	3050888
<u>TIJUANA FLATS (and Design)</u>	US	78668723	7/12/05	1/24/06	3050889
<u>TIJUANA FLATS (and Design)</u>	US	78545373	1/11/05	2/28/06	3062951
<u>TIJUANA FLATS BURRITO CO. (and Design)</u>	US	77614619	11/14/08	6/16/09	3638990
<u>TIJUANA FLATS HOT (and Design)</u>	US	78669354	7/13/05	11/21/06	3173521
<u>TIJUANA FLATS MORNIN' MUNCHIES</u>	US	77810231	8/21/09	6/22/10	3805968
<u>TIJUANA TRIO</u>	US	85450703	10/19/11	5/22/12	4146710
<u>TIJUANA TUESDAZE</u>	US	86058018	9/6/13	6/30/14	4542570
<u>WELCOME TO OUR WORLD</u>	US	78545414	1/11/05	1/24/06	3050299
<u>WHO SAYS SIZE DOESNT MATTER</u>	US	78216377	2/19/03	9/13/05	2994160

2. Internet Domain Names

<u>Domain Name</u>	<u>Expiration Date</u>
tijuanafats.com	July 13, 2020
justinqueso.org	August 29, 2016
tijuanafatshotfoods.com	September 10, 2015