

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353675

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the scrivener's error in the Assignee's name (from TCE Management, LLC to the correct entity name TCE Management Services, LLC) previously recorded on Reel 005266 Frame 0444. Assignor(s) hereby confirms the Assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ted's Cafe Escondido Holdings, Inc.		08/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TCE Management Services, LLC		
Street Address:	8500 South Western Avenue		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73139		
Entity Type:	LIMITED LIABILITY COMPANY: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3193294	TED'S CAFÉ ESCONDIDO	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	Jennifer Parkins Rabin		
Address Line 1:	P.O .Box 3188		
Address Line 4:	West Palm Beach, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	10554-2 (268916)		
NAME OF SUBMITTER:	Jennifer Parkins Rabin		
SIGNATURE:	/Jennifer Parkins Rabin/		
DATE SIGNED:	09/02/2015		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ted's Cafe Escondido Holdings, Inc.		04/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TCE Management, LLC		
Street Address:	8500 South Western Avenue		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73139		
Entity Type:	LIMITED LIABILITY COMPANY: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3193294	TED'S CAFÉ ESCONDIDO	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	Jennifer Parkins Rabin		
Address Line 1:	P.O. Box 3188		
Address Line 4:	West Palm Beach, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	10554-2 (268916)		
NAME OF SUBMITTER:	Jennifer Parkins Rabin		
SIGNATURE:	/Jennifer Parkins Rabin/		
DATE SIGNED:	04/23/2014		
Total Attachments: 4			
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LLC#page4.tif

TRADEMARK

REEL: 005266 FRAME: 0445

TRADEMARK

REEL: 005614 FRAME: 0932

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated as of April 8, 2014, is entered into by and between Ted's Café Escondido Holdings, Inc., a Delaware corporation (the "Assignor"), and TCE Management, LLC, an Oklahoma limited liability company and wholly-owned subsidiary of Assignor (the "Assignee").

Assignor has agreed to contribute to Assignee all intellectual property owned or used by Assignor, including, without limitation, the trademarks listed on Exhibit A hereto and the domain names listed on Exhibit B hereto (the "Intellectual Property").

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Assignor hereby irrevocably contributes, conveys, transfers and assigns to the Assignee, free and clear of all liens and orders of any kind whatsoever, all worldwide right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing, and to accrue under and by virtue thereof, including all rights to sue or otherwise recover, including equitable and injunctive relief, for past, present, or future infringement, damages, royalties, fees, and profits and to receive all damages, payments, costs and fees associated therewith. The assignment of the Intellectual Property granted herein includes an assignment of all goodwill associated therewith.

2. All of the terms and provisions of this Assignment are binding upon the Assignor, the Assignee and their respective successors and assigns and will inure to the benefit of the other party and its respective successors and assigns.

3. Each party hereby agrees to execute and deliver any and all additional documents or filings that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary, to effectuate, carry out, and comply with the agreements set forth in this Assignment.

4. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

5. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. An executed counterpart to this Assignment delivered by facsimile, portable document format (.pdf), or other means of electronic transmission shall be deemed delivery of an originally executed counterpart in all cases.

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Assignment of Intellectual Property to be executed in its name and delivered by a duly authorized officer as of the date first written above.

ASSIGNOR:

TED'S CAFE ESCONDIDO HOLDINGS, INC.,
a Delaware corporation

By: Albert Lejarzar
Name: Albert Lejarzar
Title: Executive Vice President of Operations

ASSIGNEE:

TCE MANAGEMENT, LLC,
an Oklahoma limited liability company

By: Albert Lejarzar
Name: Albert Lejarzar
Title: Executive Vice President of Operations

TRADEMARK

REEL: 005266 FRAME: 0447

TRADEMARK
REEL: 005614 FRAME: 0934

EXHIBIT A

TRADEMARKS

Ted's Cafe Escondido – U.S. Trademark Registration No. 3,193,294

Ted's Cafe Escondido – Oklahoma Registration No. 12103234

{28418251;1}

TRADEMARK

REEL: 005266 FRAME: 0448

TRADEMARK

REEL: 005614 FRAME: 0935

EXHIBIT B

DOMAIN NAME REGISTRATIONS

Domain Name	Expiration Date
www.tedscafe.com	June 26, 2015

{28418251;1}

RECORDED: 04/23/2014

TRADEMARK
REEL: 005266 FRAME: 0449
TRADEMARK
REEL: 005614 FRAME: 0936

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the “**Assignment**”), is made and entered into by and between Ted’s Café Escondido Holdings, Inc., a Delaware corporation (the “**Assignor**”), and TCE Management Services, LLC, an Oklahoma limited liability company and wholly-owned subsidiary of Assignor (the “**Assignee**”).

WHEREAS, Assignor agreed to contribute to Assignee all intellectual property owned or used by Assignor, including, without limitation, the trademarks listed on Exhibit A hereto and the domain names listed on Exhibit B hereto (the “**Intellectual Property**”);

WHEREAS, on April 8, 2014, Assignor contributed and assigned such Intellectual Property to Assignee pursuant to that certain Assignment of Intellectual Property recorded with the U.S. Patent and Trademark Office on April 23, 2014 at Reel 5266, Frame 0444; and

WHEREAS, it has come to the parties attention that the assignment document contained a scrivener's error in the corporate name of Assignee and the parties wish to clarify and confirm the assignment and transfer of the assigned Intellectual Property from Ted’s Café Escondido Holdings, Inc. to TCE Management Services, LLC.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Assignor hereby irrevocably contributes, conveys, transfers and assigns to the Assignee, nunc pro tunc as of April 8, 2014, free and clear of all liens and orders of any kind whatsoever, all worldwide right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing, and to accrue under and by virtue thereof, including all rights to sue or otherwise recover, including equitable and injunctive relief, for past, present, or future infringement, damages, royalties, fees, and profits and to receive all damages, payments, costs and fees associated therewith. The assignment of the Intellectual Property granted herein includes an assignment of all goodwill associated therewith.

2. All of the terms and provisions of this Assignment are binding upon the Assignor, the Assignee and their respective successors and assigns and will inure to the benefit of the other party and its respective successors and assigns.

3. Each party hereby agrees to execute and deliver any and all additional documents or filings that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary, to effectuate, carry out, and comply with the agreements set forth in this Assignment.

4. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

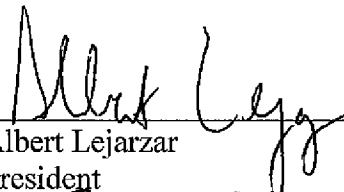
5. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. An executed counterpart to this

Assignment delivered by facsimile, portable document format (.pdf), or other means of electronic transmission shall be deemed delivery of an originally executed counterpart in all cases

IN WITNESS WHEREOF, each of the parties has caused this Assignment of Intellectual Property to be executed in its name and delivered by a duly authorized officer as of the date first written above.

ASSIGNOR:

TED'S CAFE ESCONDIDO HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Albert Lejarzar
Title: President
Date: 8-31-15

ASSIGNEE:

TCE MANAGEMENT SERVICES, LLC,
an Oklahoma limited liability company

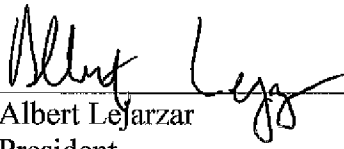
By: 
Name: Albert Lejarzar
Title: President
Date: 8-31-15

EXHIBIT A

TRADEMARKS

Ted's Cafe Escondido – U.S. Trademark Registration No. 3,193,294

Ted's Cafe Escondido – Oklahoma Registration No. 12103234

EXHIBIT B

DOMAIN NAME REGISTRATIONS

Domain Name	Expiration Date
www.tedscafe.com	June 26, 2015