

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHAMPAGNE FRENCH BAKERY CAFE, LLC		12/27/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CFBC, LLC		
Street Address:	5750 FLEET STREET, SUITE 120		
City:	CARLSBAD		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4725972	CHAMPAGNE FRENCH BAKERY CAFE	
Serial Number:	85601570	CHAMPAGNE FRENCH BAKERY CAFE	
CORRESPONDENCE DATA			
Fax Number:	6192368827		
<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:	(619) 236-8821		
Email:	suzy@sscmlegal.com		
Correspondent Name:	ROSS J. SCHWARTZ		
Address Line 1:	101 W. BROADWAY, SUITE 810		
Address Line 4:	SAN DIEGO, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	2362.30/ISLANDS		
NAME OF SUBMITTER:	ROSS J. SCHWARTZ		
SIGNATURE:	/s/ ROSS J. SCHWARTZ		
DATE SIGNED:	12/29/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made effective this 27th day of December 2015 (the "Effective Date"), by and among Champagne French Bakery Cafe, LLC, a California limited liability company having a business address at 1709 La Costa Meadows, San Marcos, California 92069 ("Seller") and CFBC, LLC., a California limited liability company having a business address at 5750 Fleet Street, #120, Carlsbad, California 92008 ("Purchaser"). Seller and Purchaser are referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement pursuant to which Purchaser will acquire from Seller substantially all of Seller's assets in connection with its Champagne French Bakery & Café restaurants; and

WHEREAS, pursuant to the Asset Purchase Agreement Seller has agreed to transfer its rights in the CHAMPAGNE FRENCH BAKERY CAFÉ trademarks to Purchaser, subject to the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignment of Trademarks. Seller does hereby assign and transfer unto Purchaser, all of its right, title, and interest in, to or under the trademark CHAMPAGNE FRENCH BAKERY CAFE (and all variations and designs thereof and all logos incorporating any such trademark), all goodwill associated with the foregoing, and any registrations and applications therefor and renewals thereof, including U.S. Trademark Registration No. 4,725,972 and U.S. Trademark Application No. 85/601,570, along with all income, royalties, damages and payments with respect thereto earned or accrued (including damages and payments for infringements or misappropriations thereof, the right to sue and recover for infringements or misappropriations thereof) (collectively, the "Trademark Assets").

2. Further Assurances. Seller agrees to execute or procure any further necessary assurance of title to the Trademark Assets; and at any time, upon the request and at the expense of Purchaser, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark Assets in Purchaser, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Purchaser owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Seller no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of California, without reference to its choice of law rules. In the event of any conflict between the provisions of the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall prevail.

4. Execution. This Assignment may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same

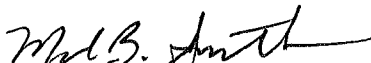
instrument. Each shall be considered signed when the signature of a Party is delivered by facsimile, electronic signature or electronic (email) transmission to the other Party, when it is delivered in a manner that reasonably identifies the signatory as the Party named. Such electronic signatures shall be treated in all respects as having the same effect as an original signature. If requested by any Party, documents bearing an original signature may be subsequently and promptly submitted to replace copies bearing electronic signatures. The Parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed effective as of the Effective Date.

Buyer:

CFBC, LLC,
a California limited liability company


By: Islands Restaurants, L.P.,
a Delaware limited partnership,
Its Sole Member

By: 
Michael Smith, President

Seller:

**CHAMPAGNE FRENCH BAKERY CAFE,
LLC,**
a Delaware limited liability company

By: Foods with Benefits, LLC,
a California limited liability company,
Its Member

By: 
Steve Charton, President