

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southeast Food Systems, Inc		07/07/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Kiosk Foods LLC		
Street Address:	1617 Montford rd		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27705		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1686610	BOXER	
Registration Number:	1680529	BULL-DOG	
Registration Number:	1688021	COLLIE	
Registration Number:	2365609		
Registration Number:	3236812	GERMAN SHEPHERD	
Registration Number:	1911634	HOUND-DOG	
Registration Number:	1688023	OL' YELLOW	
Registration Number:	1688022	PUPPY	
Registration Number:	1724010	THE DOG HOUSE	
Registration Number:	1716803	THE DOG HOUSE HOT DOGS	
Registration Number:	1718426	THE DOG HOUSE	
Registration Number:	3387587	TRY A REAL DOG	
Registration Number:	1701966	WHOPPING TOPPINGS	
CORRESPONDENCE DATA			
Fax Number:	9848885848		
<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:	919-508-6674		
Email:	mmartin@kioskfoodsllc.com		

OP \$340.00 1686610

Correspondent Name: Mike Martin
Address Line 1: 1617 Montford rd
Address Line 4: Durham, NORTH CAROLINA 27705

NAME OF SUBMITTER: Mike Martin

SIGNATURE: /Mike Martin/

DATE SIGNED: 01/25/2016

Total Attachments: 6

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BILL OF SALE

THIS BILL OF SALE (the "Bill Of Sale"), effective as of the 2nd day of July, 2015, from **SOUTHEAST FOOD SYSTEMS, INC.** (hereinafter "Seller") and **KIOSK FOODS, LLC** (hereinafter "Purchaser"). The parties to this Bill Of Sale may be referred to herein individually as "party" or collectively as "parties".

WITNESSETH:

WHEREAS, pursuant to that certain Offer to Purchase and Sale, Earnest Money Receipt, and Agreement dated the 10th day of April, 2015, (the "Purchase Agreement"), between Seller and Purchaser, Seller agreed to sell, assign, transfer and deliver to Purchaser, and Purchaser agreed to purchase and accept, the "Assets" as defined in the Purchase Agreement and which constitute the Assets of Seller related to the Seller's business known as The Dog House at the locations known as 114 Boone Square Street, Hillsborough, North Carolina, 931 N. Miami Boulevard, 2009 Guess Road, Eno Square Shopping Center, and 3521 Hillsborough Road in Durham, North Carolina and (the "Business"); and

WHEREAS, Seller is executing and delivering this Bill of Sale to Purchaser for the purpose of selling, assigning, transferring, delivering to, and vesting in, Purchaser, the Assets, and Seller makes no warranties with respect to the condition of the Assets or the Assets fitness for any particular purpose.

NOW, THEREFORE, in consideration of the promises and of the payment by Purchaser of the purchase price set forth in the Purchase Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Seller does sell, assign, transfer and deliver to, and vest in, Purchaser, its successors and assigns forever, all of Seller's right, title and interest, legal and equitable, in the Assets, free and clear of any liens, claims, encumbrances or restrictions of any kind, including without limitation the following:

(a) All of Seller's tangible property including, but not limited to, all items of equipment, furniture, fixtures, inventory, supplies and other tangible personal property, including the items listed on Exhibit "A" attached hereto and fully incorporated herein by this reference, all parts related to any of the foregoing and the following described automobiles:

Make/Model: Ford Van
VIN Number: 1FTDE14Y5PHA36920
Year Manufactured: 1993

Seller warrants that seller is the legal owner of such automobile, that it is free from all liens and encumbrances, that Seller has the right to sell the automobile, that Seller will warrant and defend the title of the automobile against the claims and demands of all persons. Seller further warrants that to the best of Seller's knowledge, the vehicle has not been in any accidents, has not been repainted and that the mileage shown on the odometer is true and accurate.

Make/Model: Ford Truck
VIN Number: 2FTRF17203CA12312
Year Manufactured: 2003

Seller warrants that seller is the legal owner of such automobile, that it is free from all liens and encumbrances, that Seller has the right to sell the automobile, that Seller will warrant and defend the title of the automobile against the claims and demands of all persons. Seller further warrants that to the best of

Seller's knowledge, the vehicle has not been in any accidents, has not been repainted and that the mileage shown on the odometer is true and accurate.

Make/Model: Isuzu Refrigerated Van with Thermal King V-300
VIN Number: JALC4W167E7005264
Year Manufactured: 2014

Seller warrants that seller is the legal owner of such automobile, that Seller has the right to sell the automobile, that Seller will warrant and defend the title of the automobile against the claims and demands of all persons and that Seller will complete any title applications or other DMV forms to convey title to Purchaser with a new lien of Purchaser's lender, BB&T. Seller further warrants that to the best of Seller's knowledge, the vehicle has not been in any accidents, has not been repainted and that the mileage shown on the odometer is true and accurate.

(b) Seller's intangible property, including the name "Dog House", the telephone numbers, any web pages or associated web items, all contract rights, warranty rights, leases, licenses, proprietary recipes and permits related to Seller's Business.

TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns forever.

Section 1. Seller hereby constitutes and appoints Purchaser, its successors and assigns the true and lawful attorney and attorneys of Seller with full power of substitution in their name and stead, but on behalf and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the assets, properties and rights assigned or to be assigned to Purchaser pursuant to the Purchase Agreement and to give receipts and releases for and in respect to the same or any part thereof, to endorse any claim or right of any kind in respect thereof and to do all acts and things in relation to the above-mentioned assets, properties and rights which Purchaser, its successors or assigns may deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Seller for any reason whatsoever.

Section 2. Nothing in this Bill of sale, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Purchaser and Seller and their respective successors and assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of Purchaser and Seller and their respective successors and assigns.

Section 3. Seller for itself, its successors and assigns hereby covenants and agrees that, any time and from time to time forthwith upon the written request of Purchaser, Seller will, at Purchaser's expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered, all and every such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Purchaser in order to sell, assign, transfer, and convey to, and vest in, Purchaser, its successors and assigns, or to aid and assist Purchaser in reducing to possession any or all of the Assets assigned or to be assigned to Purchaser.

Section 4. This Bill of Sale is executed by, and shall be binding upon, Seller, their successors and assigns, for the uses and purposes above set forth and referred to, as of the effective date thereof.

Section 5. This is a final and exclusive expression of the agreement of the Seller and the Purchaser and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale.

Section 6. By acceptance of delivery of the Assets, the Purchaser acknowledges that the Purchaser has either examined the Assets as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this 2nd day of July, 2015.

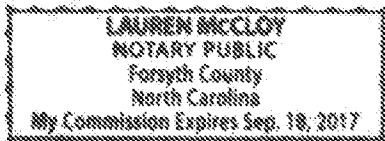
SELLER:

SOUTHEAST FOOD SYSTEMS, INC.

By: [Signature] (Seal)
Its President

Sworn to and subscribed before me
this the 7th day of July, 2015.

[Signature]
Notary Public
My Commission Expires: 9/18/17



PURCHASER:

KIOSK FOODS, LLC

By: [Signature] (Seal)
Michael Martin, Manager

Sworn to and subscribed before me
this the 7th day of July, 2015.

[Signature]
Notary Public
My Commission Expires: 9/18/17

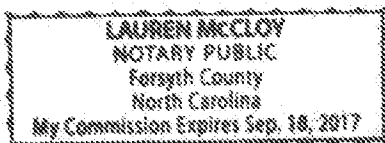


EXHIBIT A

Assets and Exclusions

All applicable employee files, file cabinets (if needed), any promotional items currently used (signs, manuals, etc), and any electronic files needed for current and continued operation of Dog Houses.

Exclusions (property not being sold):

- The Excluded Business and all contents therein;
- Cash and cash equivalent;
- None of the equipment located in the kitchen area of the office/warehouse located on Page Rd., Durham, North Carolina;
- None of the existing inventory of hotdogs, chili, beans, stew, nor any raw products located in the kitchen area of the office/warehouse located on Page Rd., Durham, North Carolina;
- None of the paper/inventory items located in the kitchen area of the office/warehouse located on Page Rd., Durham, North Carolina;
- None of the office equipment located in the office area of the office/warehouse located on Page Rd., Durham, North Carolina;
- None of the equipment that is physically in the warehouse but not on the asset list below; and

All of the following equipment:

EXHIBIT A - Page 1
 Southeast Food Systems, Inc.

EQUIPMENT	Miami Blvd	Swiss Rd	End St	Revere St	Wills Road
Ice machine	X	X	X	X	X
Pots/pans/utensils	X	X	X	X	X
Shelves/storage racks	X	X	X	X	X
Registers	X	X	X	X	X
Evil	X	X	X	X	X
4-eye or 2-eye burner	X	X	X	X	X
Orange refrigerator	X	X	X	X	X
Upright Freezer	X	X	X	X	X
Surveillance System	X	X	X	X	X
Large Upright freezer/refrigerators	X	X	X	X	X
Water heater	X	X	X	X	X
Walk-in freezer/freezer	X	X	X	X	X
HVAC units	X	X	X	X	X
Exhaust hood/s	X	X	X	X	X
FURNITURE/FIXTURES					
Reg. table	X	X	X	X	X
Menu boards	X	X	X	X	X
Trash cans	X	X	X	X	X
S/S shelves/tables	X	X	X	X	X
Street sign	X	X	X	X	X

EXHIBIT A - PAGE 2

Southeast Food Systems, Inc.

WAREHOUSE Equipment		
Fire Hydrant wash cans	X	
Blackbox trash cans	X	
Yellow/orange picnic tables	X	
5/5 picnic tables	X	
Roller boards	X	
Various storage racks/shelving	X	
King House signage (includes roof)	X	
Springfield Deified refrigerator	X	
Deified rolling freezer (large uprights)	X	
Lawn mower, weed eater, hedge trimmer, blower	X	
Heat lamps	X	
Steam table covers/portable steam table	X	
Outdoor hanging heaters	X	
Wet/dry vacuum	X	
Various ladders	X	
Miscellaneous pots, pans, tea urns, etc	X	
Metal paint cabinet	X	
Orill Press	X	
Roller Arm Saver	X	
Upsaw	X	
Vice	X	
Bench grinder	X	
Hammer Drill	X	
Sanders (3)	X	
Air compressor	X	
Compound miter saw	X	
Reciprocating saw	X	
Pressure cage /trucks	X	
Wheelbarrow	X	
Large floor fan	X	
Pallet Jack	X	
Hand truck	X	
Battery charger	X	
Delivery storage boxes	X	
Various wooden work benches	X	
Parakeet nicks/tables	X	
Stainless steel hand sinks	X	
Miscellaneous food filters	X	
Plumbing/wiring/carpentry/painting fixtures, tools & supplies	X	
Miscellaneous yard maintenance tools	X	
2014 Isuzu Refrigerated truck	X	
2003 Ford pickup	X	
1995 Ford delivery van	X	