

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372379

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900352673		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buca, Inc.		10/27/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Buca C, LLC		
Street Address:	4700 Millenia Blvd, Suite 400		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32839		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4842905	BUCA CAFÉ ITALIANO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rkane@earlenterprise.com		
Correspondent Name:	Martha H. McIntosh		
Address Line 1:	4700 Millenia Blvd, Suite 400		
Address Line 4:	Orlando, FLORIDA 32839		
NAME OF SUBMITTER:	Martha H. McIntosh		
SIGNATURE:	/Martha H. McIntosh/		
DATE SIGNED:	02/08/2016		
Total Attachments: 3			
source=Assignment Buca Inc to Buca C 10.27.15#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), effective as of October 27, 2015, by and between Buca, Inc., a Minnesota corporation (hereinafter referred to as "Assignor"), and Buca C, LLC., a Florida limited liability company (hereinafter referred to as "Assignee"). Both Assignor and Assignee having their principal offices at 4700 Millenia Blvd, Orlando, Florida 32839, U.S.A. (hereinafter referred to as "Assignee").

- A. Assignor is the owner of all right, title, and interest in and to the trademark applications and U.S. registrations listed in Exhibit A (collectively, the "Trademarks");
- B. Assignor owns 100% of the membership interest of Assignee; and
- C. Assignee desires to acquire all of Assignors right, title, and interest, in and to the Trademarks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title, and interest in and to the Trademarks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of foregoing true and correct recitals, which are incorporated as an integral part of this Agreement and are not mere recitals hereto, and the payment of One Hundred U.S. Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor is the owner of all right, title and interest in and to the Trademarks listed in Exhibit A, and the goodwill of the business appertaining thereto and which is symbolized thereby, free and clear of any liens, encumbrances, restrictions on transfer, claims, covenants or conditions of any kind. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks with any goodwill associated therewith and which is symbolized thereby. Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

2. **Rights and Privileges.** All rights and privileges, including the right to sue for and receive all damages from past infringements of the Trademarks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.

3. **Authorization.** Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Trademarks.

4. **Further Assurances.** Assignor further covenants that Assignor will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Trademarks.

5. **Right to Convey.** Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the subject matter herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by an authorized representative as of the day and the year first written above.

Buca, Inc.,

Name: Martha H. McIntosh

Signature: 

Title: EVP, Director, General Counsel

Buca C, LLC.,

Name: Thomas Avallone

Signature: 

Title: Manager President CEO

Exhibit A

Trademark: BUCA CAFÉ ITALIANO	Status: Registered	Serial Number: 86515069	Application Date: 1/27/2015	Registration Number: 4842905	Registration Date: 10/27/2015	Class: 43
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