

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Fast Foodie, LLC		03/25/2016	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TFF, LLC		
<b>Street Address:</b>	333 S.E. 2nd Avenue, 44th Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3929626	THE FAST FOODIE	
<b>Registration Number:</b>	3929639	GLOBACO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3059615812		
<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>			
<b>Phone:</b>	3055790812		
<b>Email:</b>	mrv@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig-Manuel Valcarcel, Esq.		
<b>Address Line 1:</b>	333 S.E. 2nd Avenue, 44th Floor		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>ATTORNEY DOCKET NUMBER:</b>	107303.012900		
<b>NAME OF SUBMITTER:</b>	Manuel Valcarcel, Esq.		
<b>SIGNATURE:</b>	/Manuel Valcarcel/		
<b>DATE SIGNED:</b>	03/28/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 25<sup>th</sup> day of March, 2016 ("Effective Date") by THE FAST FOODIE, LLC, a Wisconsin limited liability company ("Assignor"), to and in favor of TFF, LLC, a Florida limited liability company, with its principal office at 333 S.E. 2<sup>nd</sup> Ave., 44<sup>th</sup> Floor, Miami, Florida 33131 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Trademark and Asset Purchase Agreement, entered into as of the Effective Date (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the Trademarks (as defined in the Purchase Agreement), including, but not limited to, the United States and foreign trademark registrations, applications and other rights set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Trademarks").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all of the goodwill associated therewith, the benefit of Assignor's prior use of the Trademarks since at least as early as September 16, 2010 and other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Trademarks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Trademarks (including the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances of any kind; (ii) it has the full right and authority to execute this Assignment and

to assign to Assignee the rights assigned herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, at Assignee's sole cost and expense, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Seller) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

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SCHEDULE A  
TRADEMARKS

1. THE FAST FOODIE®

U.S. Trademark Registration No. 3,929,626 granted on March 8, 2011

Goods/Services: Mobile food kiosk services; Mobile street vendor services featuring food and drink in International Class 35; Catering; Catering of food and drinks in International Class 43.

Date of First Use: September 16, 2010

2. GLOBACO®

U.S. Trademark Registration No. 3,929,639 granted on March 8, 2011

Goods/Services: Tacos; Tortillas in International Class 30.

Date of First Use: September 16, 2010

Domain Names: [www.thefastfoodieonline.com](http://www.thefastfoodieonline.com)

Social Network Site Names/Handles/Other Indicia:

Facebook: [www.facebook.com/thefastfoodiemke](http://www.facebook.com/thefastfoodiemke)

Twitter: @fastfoodiemke

Other:

MIA 186200896v1