

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LASA Holdings, LLC		04/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PT Opco, LLC		
Street Address:	5660 Katella Ave. #100		
City:	Cypress		
State/Country:	CALIFORNIA		
Postal Code:	90630		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2418093	PINK TACO	
Registration Number:	2376167	PINK TACO	
Registration Number:	2400891	PINK TACO	
CORRESPONDENCE DATA			
Fax Number:	3104079090		
<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:	3104074091		
Email:	rsmith@ktbslaw.com		
Correspondent Name:	Robert Smith		
Address Line 1:	1999 Avenue of the Stars 39th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Robert Smith		
SIGNATURE:	/Robert Smith/		
DATE SIGNED:	05/03/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of April 19, 2016 (this "Agreement"), by and among PT Opco, LLC, a Delaware limited liability company ("Assignee"), and LASA Holdings, LLC, a Delaware limited liability company ("Assignor" and, together with Assignee, the "Parties").

BACKGROUND

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of January 25, 2016, by and among Assignor, Assignee and the other parties thereto (as it may be amended from time to time, the "Purchase Agreement"), providing for, among other things, the sale and assignment by Assignor and the other Sellers to Assignee of the Purchased Assets and the assumption by Assignee of the Assumed Liabilities.

B. Assignor desires to sell, transfer and assign to Assignee, or cause to be sold, transferred or assigned to Assignee, all right, title, and interest in, to and under the trademark registrations and trademark applications listed on Schedule A attached hereto and all issuances, extensions and renewals thereof (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and in the Purchase Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. Assignment and Assumption. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, any and all worldwide rights, title and interests Assignor holds, or may come to hold in, to and under the Assigned Trademarks and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights derived therefrom, including statutory, common law, international treaties and conventions and contractual rights, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, fees, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks including in and under all causes of action, and the right to sue, counterclaim and recover for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default of the rights assigned under this Agreement.

Section 3. Recording the Assignment. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign

authorities to record and register Assignee as the assignee and owner of the Assigned Trademarks.

Section 4. Terms of the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to supersede, modify, expand or limit in any way the terms or conditions of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the Purchase Agreement, the Purchase Agreement shall govern.

Section 5. Closing Deliverables. This Agreement is executed and delivered pursuant to Sections 2.4, 3.3(c) and 3.4(c) of the Purchase Agreement.

Section 6. No Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 7. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned, in whole or in part, by operation of Law or otherwise, by any of the Parties without the prior written consent of each other Party, which consent shall not be unreasonably withheld, except that Assignee may assign, in its sole discretion, any or all of its rights, interests or obligations under this Agreement to any one or more of its Affiliates; provided, that no such assignment will relieve Assignee from any of its obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

Section 8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof or of any other jurisdiction which would require the application of any other jurisdiction's laws.

Section 9. Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Parties, it being understood that all of the Parties need not sign the same counterpart.


Section 10. Headings. Headings of the Sections of this Agreement are for convenience of the Parties only, and will be given no substantive or interpretive effect whatsoever.

Section 11. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

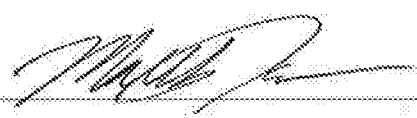
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IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed as of the date first above written.

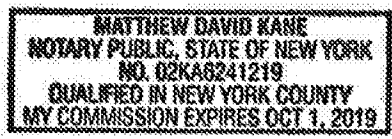
PT OPCO, LLC

By: 
Name: James J. Zenni, Jr.
Title: President


Sworn to and subscribed before me
this 1st day of April, 2016


Notary Public

My Commission Expires: _____



LASA HOLDINGS, LLC

By: 
Name: Harry Merton
Title: Managing Member

Sworn to and subscribed before me

this _____ day of _____

Notary Public

My Commission Expires: July 22, 2010

(see attached)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer(s), not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

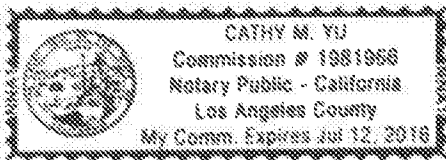
State of California
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me
 on this 22nd day of January, 2016
 by _____ Date _____ Month _____ Year _____

(1) Harry Morton
 (and (2) _____)

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.



Signature Cathy M. Yu
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: James J. Zenni, Jr.

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark	Application No.	Application Date	Registration No.	Registration Date	Country
PINK TACO	785174	02/10/1999	785174	03/07/2000	Australia
PINK TACO	821648985	05/19/1999	821648985	11/08/2005	Brazil
PINK TACO	821648977	05/19/1999	821648977	11/25/2003	Brazil
PINK TACO	1,207,290	02/23/2004	TMA643,517	07/05/2005	Canada
PINK TACO	99 776 762	02/22/1999	99 776 762	07/30/1999	France
PINK TACO	39909534.9	02/19/1999	399 09 534.9	07/06/1999	Germany
PINK TACO	99/0680	02/25/1999	212073	02/25/1999	Ireland
PINK TACO	125910	02/22/1999	125910	05/08/2000	Israel
PINK TACO	125911	02/22/1999	125911	05/08/2000	Israel
PINK TACO	125912	02/22/1999	125912	05/08/2000	Israel
PINK TACO	MI99C002216	03/08/1999	865033	04/30/2002	Italy
PINK TACO	99/01832	03/05/1999	99001832		Malaysia
PINK TACO	367,058	03/11/1999	606,082	04/13/1999	Mexico
PINK TACO	305500	02/23/1999	1439	02/23/1999	New Zealand
PINK TACO	305499	02/23/1999	1439	02/23/1999	New Zealand
PINK TACO	305498	02/23/1999	1439	02/23/1999	New Zealand
PINK TACO	T99/01822Z	02/26/1999	T99/01822Z	02/26/1999	Singapore
PINK TACO	2217955	03/03/1999	2217955	09/20/1999	Spain
PINK TACO	75/559,309	09/24/1998	2,418,093	01/02/2001	United States
PINK TACO	75/664,679	03/22/1999	2,376,167	08/08/2000	United States
PINK TACO	75/642,520	02/18/1999	2,400,891	10/31/2000	United States