

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	4

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Garden Fresh Restaurant Corp.		02/01/2017	Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	Garden Fresh Restaurants LLC
<b>Street Address:</b>	15822 Bernardo Center Drive, Suite A
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92127
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1913980	SWEET TOMATOES
Registration Number:	1383741	SOUPLANTATION
Registration Number:	3792257	ALBONDIGAS LOCAS SOUP
Registration Number:	3792258	JOAN'S BROCCOLI MADNESS
Registration Number:	3103947	
Registration Number:	3100808	
Registration Number:	3828375	WONTON CHICKEN HAPPINESS
Registration Number:	2072184	GARDEN FRESH RESTAURANT CORP.
Registration Number:	2592113	SWEET TOMATOES
Registration Number:	4341648	FIELD KITCHEN
Registration Number:	4341649	SWEET TOMATOES FIELD KITCHEN
Registration Number:	4730453	DESIGN YOUR OWN DELICIOUS
Registration Number:	2449944	SOUPLANTATION
Registration Number:	2500463	LOTS TO FEEL GOOD ABOUT
Registration Number:	1663057	SWEET TOMATOES
Registration Number:	2862656	GARDEN FRESH
Registration Number:	2874348	CLUB VEG
Serial Number:	86772821	FARM-TO-TABLE-TO-FARM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86813378	GARDEN FARM TO-TABLE-TO FARM FRESH
Serial Number:	87092971	WONTON HAPPINESS

**CORRESPONDENCE DATA**

**Fax Number:** 3104079090

*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.*

**Phone:** 310-407-4091

**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

<b>NAME OF SUBMITTER:</b>	Robert Smith
<b>SIGNATURE:</b>	/Robert Smith/
<b>DATE SIGNED:</b>	02/01/2017

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of February 1, 2017, by and between Garden Fresh Restaurant Corp. ("Assignor") and Garden Fresh Restaurants LLC ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of November 14, 2016 (as amended and restated, the "Purchase Agreement"), by and among GFRC Holdings LLC (formerly known as GFRC Acquisition LLC) ("Purchaser") and each other Person that is a signatory thereto, including, without limitation, Assignor;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from Assignor, all of Assignor's direct or indirect right, title and interest in, to and under certain assets (including, without limitation, the Trademarks);

WHEREAS, pursuant to Section 11.8 of the Purchase Agreement, Purchaser has designated Assignee, and assigned to Assignee its rights under the Purchase Agreement, to acquire all of the Purchased Assets of Assignor (including, without limitation, the Trademarks);

WHEREAS, the execution and delivery of this Agreement is required by Section 3.2(j) of the Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by Assignee and Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of all Encumbrances (other than Permitted Encumbrances), as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future except for any trademarks or related rights constituting Excluded Assets.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 8.10 of the Purchase Agreement, Assignor and Assignee shall cooperate to perform all affirmative acts which may be reasonably necessary or appropriate to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense.

Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement.

This Agreement is to be governed by and construed in accordance with Federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of New York shall govern, without giving effect to the choice of law principles thereof (except sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**“ASSIGNOR”**

GARDEN FRESH RESTAURANT CORP.

By:   
Name: John D. Morberg  
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 005979 FRAME: 0097**

"ASSIGNEE"

GARDEN FRESH RESTAURANTS LLC

By: Gene Baldwin

Name: Gene Baldwin

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK

REEL: 005979 FRAME: 0098

**SCHEDULE A**

**Trademark Registrations**

<b>No.</b>	<b>Country/State</b>	<b>Mark</b>	<b>Reg. No./ App. No.</b>	<b>Full Goods/Services</b>	<b>Status</b>
1.	United States Of America	SWEET TOMATOES AND DESIGN	RN: 1913980 SN: 74548259	(Int'l Class: 42) restaurant and catering services	Renewed September 10, 2015
2.	United States Of America	SOUPLANTAT ION	RN: 1383741 SN: 73492498	(Int'l Class: 42) restaurant and catering services	Renewed April 2, 2016
3.	Canada	JOAN'S BROCCOLI MADNESS	AN: 1623634	(Int'l Class: 29) Wares: (1) vegetable salad	Pending publication
4.	United States Of America	ALBONDIGAS LOCAS SOUP	RN: 3792257 SN: 77735903	(Int'l Class: 29) soup	Registered May 25, 2010
5.	United States Of America	JOAN'S BROCCOLI MADNESS	RN: 3792258 SN: 77735945	(Int'l Class: 29) vegetable salad	Registered May 25, 2010
6.	United States Of America	WHOLE TOMATO DESIGN	RN: 3103947 SN: 78/661910	(Int'l Class: 43) restaurant and carry out service	Registered 8 & 15 June 12, 2012
7.	United States Of America	HALF TOMATO DESIGN	RN: 3100808 SN: 78/661847	(Int'l Class: 43) restaurant and carry out services	Registered 8 & 15 June 12, 2012
8.	United States Of America	WONTON CHICKEN HAPPINESS	RN: 3828375 SN: 77979856	(Int'l Class: 29) tossed garden salad for retail sale, catering or for on-site consumption	Registered August 3, 2010
9.	United States Of America	GARDEN FRESH RESTAURANT CORP.	RN: 2072184 SN: 74577537	(Int'l Class: 42) restaurant and catering services	Renewed April 16, 2007

10.	United States Of America	SWEET TOMATOES	RN: 2592113 SN: 75727961	(Int'l Class: 42) carry out restaurant services	Renewed June 20, 2012
11.	United States Of America	FIELD KITCHEN	RN: 4341648 SN: 85720155	(Int'l Class: 43) restaurant, catering and take-out services	Registered May 28, 2013
12.	United States Of America	SWEET TOMATOES FIELD KITCHEN	RN: 4341649 SN: 85720220	(Int'l Class: 43) restaurant, catering and take-out services	Registered May 28, 2013
13.	United States Of America	DESIGN YOUR OWN DELICIOUS	RN: 4730453 SN: 86295246	(Int'l Class: 43) restaurant, catering and take-out services	Registered May 5, 2015
14.	United States Of America	SOUPLANTATION	RN: 2449944 SN: 75727804	(Int'l Class: 42) carry out services	Renewed April 23, 2011
15.	United States Of America	LOTS TO FEEL GOOD ABOUT	RN: 2500463 SN: 76203322	(Int'l Class: 42) restaurant, catering and carry out services	Renewed October 13, 2011
16.	United States Of America	SWEET TOMATOES	RN: 1663057 SN: 74035742	(Int'l Class: 42) restaurant and catering services	Renewed October 13, 2011
17.	United States Of America	GARDEN FRESH	RN: 2862656 SN: 78216631	(Int'l Class: 43) restaurant, carry out and catering services	Renewed May 12, 2014
18.	United States Of America	CLUB VEG	RN: 2874348 SN: 78204221	(Int'l Class: 38) electronic mail services, namely providing e-mail alerts regarding menu items and services offered at restaurants	Renewed August 22, 2014
19.	Japan	SWEET TOMATOES	RN: 5725872 AN: 2014-45135	(Int'l Class: 43) The provision of food and drink in providing catering and take-away Restaurants of food and drink in restaurants	Registered December 12, 2014



20.	Mexico	JOAN'S BROCCOLI MADNESS	AN: 1367843	(Int'l Class: 29 ) vegetable salad	Pending Filed: April 24, 2013
21.	United States of America	FARM-TO- TABLE-TO- FARM	AN: 86/772821	(Int'l Class: 43) Restaurant, carry out services, and catering services.	Pending Filed: September 29, 2015
22.	United States of America	FARM-TO- TABLE-TO- FARM LOGO	AN: 86/813378	(Int'l Class: 43) Restaurant service, carry out services and catering services.	Pending Filed: November 9, 2015
23.	United Arab Emirates	SWEET TOMATOES	AN: 220914	(Int'l Class: 43) Restaurant, catering and carry-out services.	Registered: July 14, 2016
24.	United States	WONTON HAPPINESS	SN: 87092971	(Int'l Class: 29) Tossed garden salad for retail sale, catering or for on-site consumption.	Pending Filed: July 5, 2016
25	California	SOUPLANTAT ION	RN 12429	(State Class: 100) Restaurant, bakery, soup, and salad bar type	Registered
26	Arizona	SWEET TOMATOES	RN 130540	Restaurant	Registered
27	California	SWEET TOMATOES	RN 37309	(State Class: 100) Restaurant and catering services	Registered
28	New Mexico	SWEET TOMATOES AND DESIGN	RN TK97011306	Restaurant services	Registered
29	Florida	SWEET TOMATOES	RN T13159	Restaurant and catering services	Registered