

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/31/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triout Holdings, LLC		08/21/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	EverFresh Endeavors, LLC		
Street Address:	4316 Clearbrook Lane		
City:	Kensington		
State/Country:	MARYLAND		
Postal Code:	20895		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3928502	LIME	
Registration Number:	3054007	LIME FRESH MEXICAN GRILL	
Registration Number:	3867368	NOT YOUR AVERAGE BURRITO JOINT	
Registration Number:	3867367	LIME	
CORRESPONDENCE DATA			
Fax Number:	7037741201		
<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:	7037741214		
Email:	mfaunce@plavekoch.com		
Correspondent Name:	Marisa D. Faunce		
Address Line 1:	12005 Sunrise Valley Drive		
Address Line 2:	Suite 200		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Marisa Faunce		
SIGNATURE:	/Marisa Faunce/		
DATE SIGNED:	11/30/2017		
Total Attachments: 4			

OP \$115.00 3928502

source=LF - Trademark Assignment Agreement from Triout Holdings to Everfresh Endeavors (Fully Executed)
(002)#page1.tif

source=LF - Trademark Assignment Agreement from Triout Holdings to Everfresh Endeavors (Fully Executed)
(002)#page2.tif

source=LF - Trademark Assignment Agreement from Triout Holdings to Everfresh Endeavors (Fully Executed)
(002)#page3.tif

source=LF - Trademark Assignment Agreement from Triout Holdings to Everfresh Endeavors (Fully Executed)
(002)#page4.tif

NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This Nunc Pro Tunc Trademark Assignment Agreement (“Agreement”) is entered into as of the 21 day of August, 2017 by and between Triout Holdings, LLC, a Florida limited liability company with a principal business address at 16713 NW 20th Street, Pembroke Pines, Florida 33028 (“Assignor”) and EverFresh Endeavors, LLC, a Florida limited liability company with a principal business address at 4316 Clearbrook Lane, Kensington, MD 20895 (“Assignee”).

WHEREAS, Assignor was the owner of the marks described in the attached Schedule 5(a)(iv) (the “Marks”) on the Assignment Date (defined below);

WHEREAS, Assignee acquired said Marks together with the goodwill associated with such Marks through a Bill of Sale, Assignment and Assumption Agreement dated as of the Assignment Date; and

WHEREAS, Assignor and Assignee now wish to confirm and memorialize the earlier assignment of the Marks.

NOW, THEREFORE, for good and valuable consideration, the parties intending to be legally bound, agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Marks, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Marks nunc pro tunc effective as of May 31, 2016 (the “Assignment Date”).
2. **Assumption.** Assignee hereby accepts Assignor’s assignment of all rights, title and interest (including but not limited to, all registration rights with respect to the Marks, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Marks nunc pro tunc effective as of the Assignment Date.


DISCLAIMER; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE MARKS ARE ASSIGNED AND ASSUMED ON AN “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

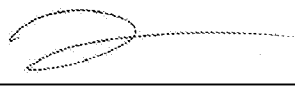
[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year as written above.

ASSIGNOR:
Triout Holdings, LLC
A Florida Limited Liability Company

ASSIGNEE:
EverFresh Endeavors, LLC
A Florida Limited Liability Company



By: _____
Name: Mike Outlaw
Title: Manager


By: _____
Name: Lee Babcock
Title: Chief Financial Officer

Schedule 5(a)(iv) Attachment

Purchased Trademark Chart

U.S. Trademark Registrations

Mark	Int. Class	Reg. No.	Reg. Date
LIME	43	3928502	March 08, 2011
LIME FRESH MEXICAN GRILL	43	3054007	January 31, 2006
NOT YOUR AVERAGE BURRITO JOINT	43	3867368	October 26, 2010
LIME 	43	3867367	October 26, 2010

Foreign Trademark Registrations

Country	Trademark	Status	App/Reg No
Canada	LIME	Registration	TMA893695
Canada	Lime and Device	Registration	TMA893955
Canada	LIME FRESH MEXICAN GRILL	Application	1583662
Chile	LIME	Registration	1072177
Chile	Lime and Device	Registration	1072069
Chile	LIME FRESH MEXICAN GRILL	Registration	1070701
Chile	NOT YOUR AVERAGE BURRITO JOINT	Registration	1070265
China (PRC)	LIME	Registration	12146347
China (PRC)	Lime and Device	Registration	12146223
China (PRC)	LIME FRESH MEXICAN GRILL in Chinese (Translation)	Registration	12146225
China (PRC)	LIME FRESH MEXICAN GRILL in Chinese (Transliteration)	Registration	12146227
China (PRC)	Lime in Chinese (Translation)	Registration	12153972
China (PRC)	Lime in Chinese (Transliteration)	Registration	12153971
Egypt	LIME	Application	275760
Egypt	Lime and Device	Application	275763
Egypt	LIME FRESH MEXICAN GRILL	Registration	275761
Egypt	NOT YOUR AVERAGE BURRITO JOINT	Registration	275762
European Union	LIME	Registration	10925535
European Union	Lime and Device	Registration	10925551

Country	Trademark	Status	App/Reg No
European Union	LIME FRESH MEXICAN GRILL	Registration	10925519
European Union	NOT YOUR AVERAGE BURRITO & LIME in Stylized Letters W/Design of Half Slice of Lime	Registration	11457256
Hong Kong	LIME FRESH MEXICAN GRILL in Chinese Characters - Series of Two	Registration	302492848
Hong Kong	LIME in Chinese Characters - Series of Two	Registration	302492839
Japan	LIME FRESH MEXICAN GRILL	Registration	5590513
Japan	LIME FRESH MEXICAN GRILL in Katakana	Registration	5586625
Kuwait	LIME	Registration	113310
Kuwait	Lime and Device	Registration	113313
Kuwait	LIME FRESH MEXICAN GRILL	Registration	113311
Kuwait	NOT YOUR AVERAGE BURRITO JOINT	Registration	113312
Lebanon	LIME	Registration	144482
Lebanon	Lime and Device	Registration	144480
Lebanon	LIME FRESH MEXICAN GRILL	Registration	144375
Lebanon	NOT YOUR AVERAGE BURRITO JOINT	Registration	144376
Qatar	LIME	Registration	75141
Qatar	Lime and Device	Registration	75143
Qatar	LIME FRESH MEXICAN GRILL	Registration	75142
Qatar	NOT YOUR AVERAGE BURRITO JOINT	Application	75144
Russia	LIME	Registration	506148
Russia	Lime and Device	Registration	506150
Russia	LIME FRESH MEXICAN GRILL	Registration	506977
Russia	LIME FRESH MEXICAN GRILL in Russian (Translation)	Registration	512949
Russia	LIME in Cyrillic	Registration	506152
Saudi Arabia	LIME	Registration	143308140
Saudi Arabia	Lime and Device	Registration	143308189
Saudi Arabia	LIME FRESH MEXICAN GRILL	Registration	143308195
Saudi Arabia	NOT YOUR AVERAGE BURRITO JOINT	Application	182859
Turkey	LIME FRESH MEXICAN GRILL	Registration	2012/50658
Turkey	NOT YOUR AVERAGE BURRITO JOINT	Registration	2012/50678
United Arab Emirates	LIME	Registration	175433
United Arab Emirates	Lime and Device	Registration	175435
United Arab Emirates	LIME FRESH MEXICAN GRILL	Registration	175434
United Arab Emirates	NOT YOUR AVERAGE BURRITO JOINT	Registration	175436