

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM460486

| | | | |
|------------------------------|--|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Taco Tico Ventures, LLC | | 12/31/2017 | Limited Liability Company: KANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | Kevin and Julie Raven | | |
| Street Address: | 18805 W 97th Terrace | | |
| City: | Lenexa | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66220 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| Name: | Mason City Mexico, Inc. | | |
| Street Address: | 2361 4th Street SW | | |
| City: | Mason City | | |
| State/Country: | IOWA | | |
| Postal Code: | 50401 | | |
| Entity Type: | Corporation: IOWA | | |
| Name: | Ramric, LLC | | |
| Street Address: | 6417 Triplett Drive | | |
| City: | Louisville | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 40258 | | |
| Entity Type: | Limited Liability Company: KENTUCKY | | |
| Name: | Sydex Investments, LLC | | |
| Street Address: | 1992 Luke Lane | | |
| City: | Fort Dodge | | |
| State/Country: | IOWA | | |
| Postal Code: | 50501 | | |
| Entity Type: | Limited Liability Company: IOWA | | |
| Name: | Theron G. Landes Living Trust | | |
| Street Address: | PO Box 694 | | |
| City: | Guymon | | |

CH \$165.00 1603140

| | |
|------------------------|-----------------------------------|
| State/Country: | OKLAHOMA |
| Postal Code: | 73942 |
| Entity Type: | Trust: UNITED STATES |
| Name: | Tari Marie Hicks |
| Street Address: | 11 S. Hwy 81 |
| City: | Duncan |
| State/Country: | OKLAHOMA |
| Postal Code: | 73533 |
| Entity Type: | INDIVIDUAL: UNITED STATES |
| Name: | RJN Farms, LLC |
| Street Address: | 5606 Chadwick Road |
| City: | Fairway |
| State/Country: | KANSAS |
| Postal Code: | 66205 |
| Entity Type: | Limited Liability Company: KANSAS |
| Name: | Taco Tico of New Orleans |
| Street Address: | 1 Waverly Place |
| City: | Metairie |
| State/Country: | LOUISIANA |
| Postal Code: | 70003 |
| Entity Type: | Corporation: LOUISIANA |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------|
| Registration Number: | 1603140 | TACOTICO |
| Registration Number: | 1482557 | TACOTICO |
| Registration Number: | 1428886 | TACOTICO |
| Registration Number: | 0886416 | TACO TICO |
| Registration Number: | 0886872 | TACO TICO |
| Registration Number: | 1322398 | CHILICIOUS |

CORRESPONDENCE DATA

Fax Number: 5152422488

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: 5152422400

Email: ip@brownwinick.com

Correspondent Name: Camille L. Urban

Address Line 1: 666 Grand Ave., Suite 2000

Address Line 4: Des Moines, IOWA 50309

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 25198.0001 |
| NAME OF SUBMITTER: | Camille L. Urban |
| SIGNATURE: | /Camille L. Urban/ |
| DATE SIGNED: | 02/01/2018 |

Total Attachments: 17

source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page1.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page2.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page3.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page4.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page5.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page6.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page7.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page8.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page9.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page10.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page11.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page12.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page13.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page14.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page15.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page16.tif
source=Assignment from Taco Tico Ventures, LLC to 8 parties - filed 2-1-2018 (01471737x9F897)#page17.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") dated as of December 31, 2017 is made by Taco Tico Ventures, LLC, a Kansas Limited Liability Company, located at 5606 Chadwick, Fairway, Kansas 66205 (the "Assignor"), in favor of those persons as listed on the signature page and in such proportionate amounts as provided on Schedule A (collectively the "Assignee").

WHEREAS, Assignor was in the business of licensing certain intellectual property to its members and non-members for the use in the operation of coordinated fast food Mexican restaurants throughout the United States, known colloquially as Taco Tico (the "Business"); and

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Assigned Trademarks, the Trade Secrets, the Trade Secret Related Documents, the Copyrights and Software, the Copyright Related Documents, the Miscellaneous IP, and the Miscellaneous Related Documents.

NOW THEREFORE, the Assignor and Assignee agree as follows:

1. Trademark Assignment. (Attached as Exhibit A)
2. Recordation and Further Actions. Assignor understands that Assignee will file the Assignment of rights for the Trademarks, attached hereto as Exhibit A for recordation in the United States Patent and Trademark Office. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including

the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Trade Secrets and Trade Secret Related Documents Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, the entire right, title and interest in and to all trade secrets and know-how related to the Business of Assignor which are necessary or advisable to use for the purpose of Assignees' implementing, supporting, commercializing and continuing the Business of Assignor (hereafter "Trade Secrets") and all documents and things relating to the Trade Secrets (the "Trade Secret Related Documents") to be held and enjoyed as fully and exclusively as they would have been by Assignor had this assignment and transfer not been made.
4. Copyrights and Software and Copyright Related Documents Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, the entire right, title and interest in and to the registered or unregistered copyrights for documents, designs, manuals, handbooks, menus, logos, jingle, lyrics, packaging related to the Assigned Trademarks, any software created for and owned by the Business, or other products incorporating the Assigned Trademarks (the "Copyrights and Software") and all documents and things relating to the Copyrights and Software (the "Copyright Related Documents") to be held and enjoyed as fully and exclusively as they

would have been by Assignor had this assignment and transfer not been made.

5. Recordation and Further Actions. Assignor hereby authorizes and requests the United States and its territorial possessions to issue any and all copyright protection, when granted, to said Assignee as the assignee of the entire right, title and interest in and to the same, for the sole use and behalf of said Assignee and said Assignee's successors and assigns, to the full end of the term for which copyright protection may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.
6. Additional Related Intellectual Property and Miscellaneous Related Documents. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, the entire right, title and interest in and to any internet domain names that include any permutation of the term "taco" or "taco tico" or "tico" which is registered to or used by the Assignor, whether or not registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, and URLs (the "Miscellaneous IP") and all documents and things relating to the Miscellaneous IP (the "Miscellaneous Related Documents") to be held and enjoyed as fully and exclusively as they would have been by Assignor had this assignment and transfer not been made.
7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Iowa, without giving

effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

Taco Tico Ventures, LLC

By: Benjamin Johnson

Title: President

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico of New Orleans, Inc.

By: _____

Its: _____

Kevin and Julie Raven

Kevin and Julie Raven

Mason City Mexico, Inc.

By: _____

Its: _____

Ramric, LLC

By: _____

Its: _____

Sydex Investments, LLC

By: Benjamin Johnson

Its: President

Theron G. Landes Living Trust

By: _____

Its: _____

Tari Marie Hicks

RJN Farms, LLC

By: _____

Its: _____

effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

Taco Tico Ventures, LLC

By: _____

Title: _____

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico of New Orleans, Inc.

By: Joel Ernstman

Its: Joel A Ernstman

Kevin and Julie Raven

Kevin and Julie Raven

Mason City Mexico, Inc.

By: _____

Its: _____

Ramrie, LLC

By: _____

Its: _____

Sydex Investments, LLC

By: _____

Its: _____

Theron G. Landes Living Trust

By: _____

Its: _____

Tari Marie Hicks

RJN Farms, LLC

By: _____

Its: _____

IN WITNESS WHEREOF, Seller and Company have each duly executed and delivered this Contribution Agreement as of the date first written above.

COMPANY

TACO TICO ENTERPRISES, LLC

By: _____

Ben Johnson, President

SELLERS:

Taco Tico of New Orleans, Inc.

By: _____

Its: _____

Kevin F. Raven

Kevin and Julie Raven

Kevin and Julie Raven

Mason City Mexico, Inc.

By: _____

Its: _____

Ramric, LLC

By: _____

Its: _____

Sydex Investments, LLC

By: _____

Its: _____

Theron G. Landes Living Trust

By: _____

Its: _____

Tari Marie Hicks

RJN Farms, LLC

By: _____

Its: _____

effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

Taco Tico Ventures, LLC

By: _____

Title: _____

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico of New Orleans, Inc.

By: _____

Its: _____

Sydex Investments, LLC

By: _____

Its: _____

Kevin and Julie Raven

Julie Raven

Kevin and Julie Raven

Theron G. Landes Living Trust

By: _____

Its: _____

Mason City Mexico, Inc.

By: _____

Its: _____

Tari Marie Hicks

RJN Farms, LLC

By: _____

Its: _____

Ramric, LLC

By: _____

Its: _____

effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

Taco Tico Ventures, LLC

By: _____

Title: _____

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico of New Orleans, Inc.

By: _____

Its: _____

Kevin and Julie Raven

Kevin and Julie Raven

Mason City Mexico, Inc.

Dennis Johnson
By: _____

Its: President _____

Ramric, LLC

By: _____

Its: _____

Sydex Investments, LLC

By: _____

Its: _____

Theron G. Landes Living Trust

By: _____

Its: _____

Tari Marie Hicks

RJN Farms, LLC

By: _____

Its: _____

effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

Taco Tico Ventures, LLC

By: _____

Title: _____

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico of New Orleans, Inc.

By: _____

Its: _____

Kevin and Julie Raven

Kevin and Julie Raven

Mason City Mexico, Inc.

By: _____

Its: _____

Ramric, LLC

Ramona Vincent

By: _____

Its: member

Sydex Investments, LLC

By: _____

Its: _____

Theron G. Landes Living Trust

By: _____

Its: _____

Tari Marie Hicks

RJN Farms, LLC

By: _____

Its: _____

effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

Taco Tico Ventures, LLC

By: _____

Title: _____

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico of New Orleans, Inc.

By: _____

Its: _____

Kevin and Julie Raven

Kevin and Julie Raven

Mason City Mexico, Inc.

By: _____

Its: _____

Ramric, LLC

By: _____

Its: _____

Sydex Investments, LLC

By: _____

Its: _____

Theron G. Landes Living Trust

Theron G. Landes
By: _____

Its: Theron Landes

Tari Marie Hicks

RJN Farms, LLC

By: _____

Its: _____

effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

Taco Tico Ventures, LLC

By: _____

Title: _____

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico of New Orleans, Inc.

By: _____

Its: _____

Kevin and Julie Raven

Kevin and Julie Raven

Mason City Mexico, Inc.

By: _____

Its: _____

Ramrie, LLC

By: _____

Its: _____

Sydex Investments, LLC

By: _____

Its: _____

Theron G. Landes Living Trust

By: _____

Its: _____

Sari Hicks

Tari Marie Hicks

RJN Farms, LLC

By: _____

Its: _____

effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR

Taco Tico Ventures, LLC

By: _____

Title: _____

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico of New Orleans, Inc.

By: _____

Its: _____

Kevin and Julie Raven

Kevin and Julie Raven

Mason City Mexico, Inc.

By: _____

Its: _____

Ramric, LLC

By: _____

Its: _____

Sydex Investments, LLC

By: _____

Its: _____

Theron G. Landes Living Trust

By: _____

Its: _____

Tari Marie Hicks

RJN Farms, LLC

C. Todd Navrat

By: _____

Its: _____ Managing Member

EXHIBIT A

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Taco Tico Ventures, LLC, a Kansas Limited Liability Company, located at 5606 Chadwick, Fairway, Kansas 66205 (the "Assignor") hereby irrevocably conveys, transfers and assigns to the following Assignees:

| |
|---|
| |
| Kevin and Julie Raven, (address) |
| Mason City Mexico, Inc. (address) |
| Ramric, LLC (address) |
| Sydex Investments, LLC (address) |
| Theron G. Landes Living Trust (address) |
| Tari Marie Hicks (address) |
| RJN Farms, LLC (address) |
| Taco Tico of New Orleans, Inc. (address) |

all of Assignor's right, title and interest in and to all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source which are used to identify the goods and services sold by Taco Tico, whether registered or unregistered (the "Assigned Trademarks") presented below, together with

_____, to me known and known to me to be a President of Taco Tico Ventures, LLC, the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

Notary Public in and for said State.

SCHEDULE A

| MEMBER NAME | PERCENTAGE OWNERSHIP |
|--------------------------------|----------------------|
| Kevin and Julie Raven | 16.78% |
| Mason City Mexico, Inc. | 14.86% |
| Ramric, LLC | 5.19% |
| Sydex Investments, LLC | 26.26% |
| Theron G. Landes Living Trust | 4.62% |
| Tari Marie Hicks | 6.03% |
| RJN Farms, LLC | 16.16% |
| Taco Tico of New Orleans, Inc. | 10.10% |

SCHEDULE B

Assigned Trademarks

| Mark | Jurisdiction | Registration No. |
|-----------------------|---------------|------------------|
| TACOTICO (and Design) | United States | 1603140 |
| TACOTICO (and Design) | United States | 1482557 |
| TACOTICO (and Design) | United States | 1428886 |
| TACO TICO | United States | 0886416 |
| TACO TICO | United States | 0886872 |
| CHILICIOUS | United States | 1322398 |