

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM462980

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900439089		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kevin and Julie Raven		12/31/2017	INDIVIDUAL: UNITED STATES
Mason City Mexico, Inc.		12/31/2017	Corporation: IOWA
Ramric, LLC		12/31/2017	Limited Liability Company: KENTUCKY
Sydex Investments, LLC		12/31/2017	Limited Liability Company: IOWA
Theron G. Landes Living Trust		12/31/2017	Trust: UNITED STATES
Tari Marie Hicks		12/31/2017	INDIVIDUAL: UNITED STATES
RJN Farms, LLC		12/31/2017	Limited Liability Company: KANSAS
Taco Tico of New Orleans		12/31/2017	Corporation: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Taco Tico Enterprises, LLC		
<b>Street Address:</b>	PO Box 796		
<b>City:</b>	Fort Dodge		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50501		
<b>Entity Type:</b>	Limited Liability Company: IOWA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0886872	TACO TICO	
<b>Registration Number:</b>	0886416	TACO TICO	
<b>Registration Number:</b>	1322398	CHILICIOUS	
<b>Registration Number:</b>	1428886	TACOTICO	
<b>Registration Number:</b>	1482557	TACOTICO	
<b>Registration Number:</b>	1603140	TACOTICO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5152422488		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

*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

<b>ATTORNEY DOCKET NUMBER:</b>	25198.0001
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<b>NAME OF SUBMITTER:</b>	Camille L. Urban
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<b>SIGNATURE:</b>	/Camille L. Urban/
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<b>DATE SIGNED:</b>	02/22/2018
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**Total Attachments: 17**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") dated as of December 31, 2017 is made by those persons as listed on the signature page and in such proportionate amounts as provided on Schedule A (collectively the "Assignor"), and Taco Tico Enterprises, LLC, an Iowa limited liability company (collectively the "Assignee").

WHEREAS, each Assignor was in the business of licensing certain intellectual property through its ownership in a Kansas limited liability company, Taco Tico Ventures, LLC, 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 now 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 of New Orleans, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Sydex Investments, LLC

*Benjamin Johnson*  
By: \_\_\_\_\_  
Its: President

\_\_\_\_\_  
Kevin and 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: \_\_\_\_\_

Ramrie, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico Enterprises, LLC

*Benjamin Johnson*  
By: \_\_\_\_\_  
Title: President

other jurisdiction).

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

**ASSIGNOR**

Taco Tico of New Orleans, Inc.

By: Joel A Ernstman  
Its: Joel A Ernstman

Sydex Investments, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Kevin and 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: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**ASSIGNEE**

Taco Tico Enterprises, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**RESOLVED, FURTHER,** that the actions taken by Allison Lindner, as organizer of the Company, to perfect the organization of the Company, including the filing of the Company's Certificate of Organization, be and hereby are ratified, approved, and confirmed.

The undersigned, being the Members of the Company, hereby waive notice of the actions described in the foregoing resolutions, and further consent to, ratify and confirm the actions described in the foregoing resolutions, such actions to be effective as of the 31st day of December, 2017.

**MEMBERS:**

**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: \_\_\_\_\_

other jurisdiction).

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

ASSIGNOR

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: \_\_\_\_\_

AGREED TO AND ACCEPTED:

ASSIGNEE

Taco Tico Enterprises, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

other jurisdiction).

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

**ASSIGNOR**

Taco Tico of New Orleans, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Sydex Investments, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Kevin and Julie Raven

Kevin and Julie Raven

Theron G. Landes Living Trust

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Mason City Mexico, Inc.

*Dennis Johnson*  
By: \_\_\_\_\_  
Its: President

Tari Marie Hicks

RJN Farms, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Ramrie, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**ASSIGNEE**

Taco Tico Enterprises, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

other jurisdiction).

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

**ASSIGNOR**

Taco Tico of New Orleans, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Sydex Investments, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Kevin and 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: Ramona Vincent  
Its: member

**AGREED TO AND ACCEPTED:**

**ASSIGNEE**

Taco Tico Enterprises, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

other jurisdiction).

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

**ASSIGNOR**

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 G Landes

\_\_\_\_\_  
Tari Marie Hicks

RJN Farms, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**ASSIGNEE**

Taco Tico Enterprises, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

other jurisdiction).

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

**ASSIGNOR**

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*

\_\_\_\_\_  
Tari Marie Hicks

RJN Farms, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**ASSIGNEE**

Taco Tico Enterprises, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

other jurisdiction).

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

**ASSIGNOR**

Taco Tico of New Orleans, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Sydex Investments, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Kevin and 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

*C. Todd Navrat*  
By: \_\_\_\_\_  
Its: Managing Member

Ramric, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**ASSIGNEE**

Taco Tico Enterprises, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following persons:

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)

(collectively the "Assignor") hereby irrevocably conveys, transfers and assigns to the Taco Tico Enterprises, LLC, an Iowa limited liability company, 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 the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademarks and all issuances, extensions and renewals thereof:

(a) All rights of any kind whatsoever of Assignor accruing under any of the Assigned

Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks; and

(c) Any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(d) The following marks:

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_, 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.

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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