

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489703

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bobby Cox Companies, Inc.		09/11/2018	Corporation: TEXAS
Rosa's Cafes, Inc.		09/11/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Taco Villa, Ltd.		
<b>Street Address:</b>	5000 Overton Plaza		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76109		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2820576	TACO VILLA	
<b>Registration Number:</b>	1350028	TACO VILLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9726283616		
<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>			
<b>Phone:</b>	972-628-3600		
<b>Email:</b>	trademarks@munckwilson.com		
<b>Correspondent Name:</b>	Patricia Q. Hu		
<b>Address Line 1:</b>	PO DRAWER 800889		
<b>Address Line 2:</b>	Docket Clerk		
<b>Address Line 4:</b>	Dallas, TEXAS 75380		
<b>ATTORNEY DOCKET NUMBER:</b>	BBCX60-33950;33969		
<b>NAME OF SUBMITTER:</b>	Patricia Q. Hu		
<b>SIGNATURE:</b>	/PQH-aeh/		
<b>DATE SIGNED:</b>	09/12/2018		
<b>Total Attachments: 3</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated September 11, 2018 ("Assignment") is entered into by and between Bobby Cox Companies, Inc., a Texas corporation having a mailing address at 5000 Overton Plaza, Suite 300, Fort Worth, Texas 76109 and Rosa's Cafes, Inc., a Texas corporation having a mailing address at 5000 Overton Plaza, Suite 300, Fort Worth, Texas 76109 ("Assignors") and Taco Villa, Ltd, a Texas limited partnership comprised of Taco Villa G. P., Inc., a Texas corporation having a mailing address at 5000 Overton Plaza, Suite 300, Fort Worth, Texas 76109 ("Assignee").

In consideration of the mutual agreements contained in this assignment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignors and Assignee agree to the following:

1. **Trademark.** Trademark means the trademarks identified in Schedule A, attached hereto.

2. **Assignment.** Assignors own the Trademark and wishes to sell and assign the Trademark to Assignee. Assignee wishes to purchase and acquire the Trademark from Assignors. Accordingly, Assignors hereby sells, assigns, conveys, grants and transfers to Assignee the following:

a. Assignors' entire right, title and interest in and to the Trademark, whether or not registered or issued as of the date of this Assignment, and any and all renewals and extensions (or any legal equivalent), together with all goodwill associated with the Trademark, and the registrations(s) thereof, and the application(s) thereof and further including all income, royalties, damages and the right to sue for past infringement and misappropriations of the Trademark;

b. All claims, demands and rights or action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any Trademark which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

c. All rights corresponding to the Trademark, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. **Further Assurance.** Assignor agrees that it shall do, execute, acknowledge and deliver all agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated.

4. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any

jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated in this Assignment as so modified or restricted, or as if such provision had not been originally incorporated in this Assignment, as the case may be.

5. **Amendment.** This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.


6. **GOVERNING LAW.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICT OF LAWS.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same assignment.

8. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

**BOBBY COX COMPANIES, INC., as Assignor**

Sign: 

Print: BOBBY D. COX

Title: CHIEF EXECUTIVE OFFICER

**ROSA'S CAFES, INC., as Assignor**

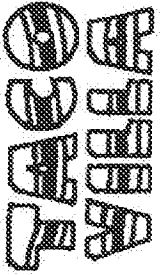
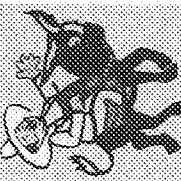
Sign: 

Print: BOBBY D. COX

Title: PRESIDENT

Schedule A

MARKS AND REGISTRATIONS

Mark Name	Docket Number	Country	Serial Number	Filing Date	Registration Number	Registration Date	Registration Status
TACO VILLA	BBCX60-33969	United States	75859480	11/29/1999	2820576	03/09/2004	Registered
TACO VILLA & Design* 	BBCX60-33950	United States	73447233	10/07/1983	1350028	07/16/1985	Cancelled
Miscellaneous Design* 	BBCX60-34276	United States	N/A	N/A	N/A	N/A	N/A

\*Common Law rights for these marks have been in continuous use since cancellation of registration.