

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510728

<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>
BF Properties, LLC		01/01/2019	Corporation CALIFORNIA Limited Liability Company
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MTY Franchising USA, Inc.		
<b>Street Address:</b>	9311 E. Via de Ventura		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85258		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4056292	EAT WELL. LIVE FRESH.	
Registration Number:	2750373	BAJA FRESH MEXICAN - GRILL	
Registration Number:	3573389	BAJA FRESH EXPRESS	
Registration Number:	2301436	BAJA FRESH	
Registration Number:	2240563	NO MICROWAVES, NO CAN OPENERS, NO FREEZE	
Registration Number:	2352381	BAJA FRESH EXPRESS	
Registration Number:	2106453	BAJA ENSALADA	
Registration Number:	2161073	BURRITO ULTIMO	
Registration Number:	2074654	"ENCHILADO"	
Registration Number:	2108266	"BURRITO DOS MANOS"	
Registration Number:	1746589	BAJA FRESH FOOD CANNOT BE MADE AT MICROW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4803624816		
<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>	4803624800		
<b>Email:</b>	jmoody@kahalamgmt.com		
<b>Correspondent Name:</b>	Jenny Moody		
<b>Address Line 1:</b>	9311 E. Via de Ventura		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85258		

OP \$290.00 4056292

<b>NAME OF SUBMITTER:</b>	Jenny Moody
<b>SIGNATURE:</b>	/Jenny Moody/
<b>DATE SIGNED:</b>	02/20/2019
<b>Total Attachments: 3</b> source=190208 - TM Assign. - BF Properties to MTY Franc. USA#page1.tif source=190208 - TM Assign. - BF Properties to MTY Franc. USA#page2.tif source=190208 - TM Assign. - BF Properties to MTY Franc. USA#page3.tif	

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made effective as of January 1, 2019 ("Effective Date"), by and between BF PROPERTIES, LLC a California, limited liability company ("ASSIGNOR"), and MTY FRANCHISING USA, INC., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks listed in "Exhibit A", attached hereto and incorporated by reference herein, and all common law marks adopted and used by ASSIGNOR (individually and collectively, "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the Marks and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE all of its right, title, and interest in and to the Marks, as well as ASSIGNOR's right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the Marks, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present, and future infringements or misappropriations of the Marks herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

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

**ASSIGNOR:**

**BF PROPERTIES, LLC**, a California, limited liability company

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

Name: Jenny Moody

Its: SVP & Deputy GC of its ultimate member

**ASSIGNEE:**

**MTY FRANCHISING USA, INC.** a Delaware corporation

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

Name: Jenny Moody

Its: SVP & Deputy GC

**EXHIBIT A**

**Schedule of Trademarks**

Trademark	Application #	File Date	Registration #	Registration Date
EAT WELL LIVE FRESH	85296089	4/15/2011	4056292	11/15/2011
	78135003	6/12/2002	2750373	8/12/2003
BAJA FRESH EXPRESS	77231972	7/17/2007	3573389	2/10/2009
BAJA FRESH	75415513	1/8/1998	2301436	12/21/1999
NO MICROWAVES, NO CAN OPENERS, NO FREEZERS, NO LARD, NO M.S.G.	75422039	1/23/1998	2240563	4/20/1999
BAJA FRESH EXPRESS	75385352	11/5/1997	2352381	5/23/2000
BAJA ENSALADA	75088839	4/16/1996	2106453	10/21/1997
BURRITO ULTIMO	75088838	4/16/1996	2161073	5/26/1998
"ENCHILADO"	75054197	2/6/1996	2074654	6/24/1997
"BURRITO DOS MANOS"	75054178	2/6/1996	2108266	10/28/1997
BAJA FRESH FOOD CANNOT BE MADE AT MICROWAVE SPEED	74183283	7/8/1991	1746589	1/12/1993

