

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baja Management, LLC		11/22/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	FM Restaurants Signature Opco, LLC		
Street Address:	11065 Knott Avenue, Suite A		
City:	Cypress		
State/Country:	CALIFORNIA		
Postal Code:	90630		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3702163	SOL BARRA COCINA BAJA	
Registration Number:	3702164	SOL BARRA COCINA BAJA	
Registration Number:	4233218	SOL MEXICAN COCINA	
Registration Number:	4629764	SOLITA TACOS & MARGARITAS	
Registration Number:	4918077	SOL COCINA	
Registration Number:	4918082	SOL	
Registration Number:	5589276	SOL · MEXICAN · COCINA ·	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2149692741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	699362.0014		
NAME OF SUBMITTER:	Brenda love		
SIGNATURE:	/Brenda Love/		

CH \$190.00 3702163

DATE SIGNED:

11/26/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of November 22, 2019, is made by Baja Management, LLC (“Seller”), an Arizona limited liability company, located at 15323 N. Scottsdale Road, Suite 195, Scottsdale, Arizona 85254, in favor of FM Restaurants Signature Opco, LLC (“Buyer”), a Delaware limited liability company, located at 11065 Knott Avenue, Suite A, Cypress, California 90630, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated September 6, 2019, by and among Buyer, Seller and the other parties thereto, as amended (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all copyrights including, but not limited to, Seller’s menus, processes, and recipes;

(c) any and all know-how related to the restaurants operated by Seller;

(d) any and all trade dress related to the Sol and Solita restaurant concepts;

(e) the domain names set forth on Schedule 2 hereto;

(f) all intellectual property rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

BUYER:

FM RESTAURANTS SIGNATURE OPCO, LLC

By: 

Name: James Zenni, Jr.

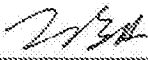
Title: President, Secretary and Treasurer

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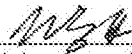
SELLERS:

SOL RESTAURANT HOLDINGS, LLC

By: Baja Management, LLC
Its: Manager

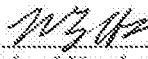
By: 
Name: Richard Howland
Title: Chief Executive Officer and President

BAJA MANAGEMENT, LLC

By: 
Name: Richard Howland
Title: Chief Executive Officer and President

SOL COCINA RESTAURANTS, LLC

By: Baja Management, LLC
Its: Manager

By: 
Name: Richard Howland
Title: Chief Executive Officer and President

SOLITA RESTAURANTS, LLC

By: Baja Management, LLC
Its: Manager

By: 
Name: Richard Howland
Title: Chief Executive Officer and President

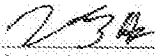
(Signature Page to Intellectual Property Assignment Agreement)

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SELLERS:

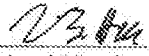
SOL RESTAURANTS NEWPORT BEACH, LLC

By: Baja Management, LLC
Its: Manager

By: 
Name: Richard Howland
Title: Chief Executive Officer and President

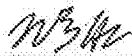
SOL RESTAURANTS SCOTTSDALE, LLC

By: Baja Management, LLC
Its: Manager

By: 
Name: Richard Howland
Title: Chief Executive Officer and President

SOL RESTAURANTS PLAYA VISTA, LLC

By: Baja Management, LLC
Its: Manager

By: 
Name: Richard Howland
Title: Chief Executive Officer and President

SOL RESTAURANTS CHERRY CREEK, LLC

By: Baja Management, LLC
Its: Manager

By: 
Name: Richard Howland
Title: Chief Executive Officer and President

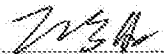
(Signature Page to Intellectual Property Assignment Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

SELLERS:

SOLITA RESTAURANTS HUNTINGTON
BEACH, LLC

By: Baja Management, LLC
Its: Manager

By: 
Name: Richard Howland
Title: Chief Executive Officer and President

SOLITA RESTAURANTS VALENCIA, LLC




By: Baja Management, LLC
Its: Manager



By: 
Name: Richard Howland
Title: Chief Executive Officer and President

(Signature Page to Intellectual Property Assignment Agreement)

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

TRADEMARKS	COUNTRY	STATUS	SERIAL NO FILING DATE	CLASS/GOODS & SERVICES	NEXT SCHEDULED DEADLINE ON REGISTRATION
SOL BARRA COCINA BAJA (Design Mark) 	US	REGISTERED Oct. 27, 2009 Reg. No. 3,702,163	77256380 08/15/2007	IC 043. US 100 101. G & S: Restaurant services; restaurants	Renewal Due October 28, 2019
SOL BARRA COCINA BAJA (Color Design Mark) (Mod) 	US	REGISTERED Oct. 27, 2009 Reg. No. 3,702,164	77256383 08/15/2007	IC 043. US 100 101. G & S: Restaurant services; restaurants	Renewal Due October 28, 2019
SOL MEXICAN COCINA (Word Mark)	US	REGISTERED Oct. 30, 2012 Reg. No. 4,233,218	85557349 03/01/2012	IC 043. US 100 101. G & S: Restaurant services	Renewal Due October 31, 2022
SOLITA TACOS & MARGARITAS (Design Mark) 	US	REGISTERED Oct. 28, 2014 Reg. No. 4,629,764	86077265 09/27/2013	IC 043. US 100 101. G & S: Restaurant services	Affidavit of Use and Incontestability due October 28, 2020

TRADEMARKS	COUNTRY	STATUS	SERIAL NO FILING DATE	CLASS/GOODS & SERVICES	NEXT SCHEDULED DEADLINE ON REGISTRATION
SOL COCINA (Word Mark)	US	REGISTERED Mar. 15, 2016 Reg. No. 4,918,077	86652003 06/04/2015	IC 043. US 100 101. G & S: Restaurant services; Restaurants	Affidavit of Use and Incontestability due March 15, 2022
SOL (Design Mark) <small>(Mod)</small> 	US	REGISTERED Mar. 15, 2016 Reg. No. 4,918,082	86652202 06/04/2015	IC 043. US 100 101. G & S: Restaurant services; Restaurants	Affidavit of Use and Incontestability due March 15, 2022
SOL · MEXICAN · COCINA · (Design Mark) 	US	REGISTERED Oct. 23, 2018 Reg. No. 5,589,276	87788256 02/07/2018	IC 043. US 100 101. G & S: Restaurant services	Affidavit of Use and Incontestability due October 23, 2024

SCHEDULE 2

ASSIGNED DOMAIN NAMES

1. solcocina.com
2. solitacos.com