

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LA SALSA PROPERTIES, LLC		11/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MTY FRANCHISING USA, INC.		
Street Address:	9311 E Via De Ventura		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3846220	LA SALSA PRONTO	
Registration Number:	2898518	FRESH MEXICAN GRILL	
Registration Number:	2405107	MARGARITAS BY THE YARD	
Registration Number:	2151398	LA SALSA	
Registration Number:	2190028	FRESH MEXICAN GRILL	
Registration Number:	2025808	LA SALSA FRESH MEXICAN GRILL	
Registration Number:	1257963	LA SALSA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4803624800		
Email:	KahalaIPDomestic@kahalamgmt.com		
Correspondent Name:	Jenny Moody		
Address Line 1:	9311 E Via De Ventura		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Jenny Moody		
SIGNATURE:	/Jenny Moody/		
DATE SIGNED:	11/14/2023		

OP \$190.00 3846220

Total Attachments: 3

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ASSIGNMENT AGREEMENT

This Assignment Agreement (“Assignment”) is made effective as of November 1, 2023 (“Effective Date”), by and between LA SALSA PROPERTIES, LLC a Delaware, limited liability company (“ASSIGNOR”), and MTY FRANCHISING USA, INC., a Tennessee 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.

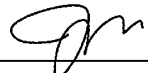
ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks.

[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:

LA SALSA PROPERTIES, LLC, a Delaware limited liability company


By:  _____

Name: Jenny Moody

Its: Chief Legal Officer of its ultimate member

ASSIGNEE:

MTY FRANCHISING USA, INC. a Tennessee corporation

By:  _____

Name: Jenny Moody

Its: Chief Legal Officer

EXHIBIT A

Schedule of Trademarks

Mark	Application Number	File Date	Registration Number	Registration Date
LA SALSA PRONTO	77752140	6/4/2009	3846220	9/7/2010
FRESH MEXICAN GRILL	76218078	3/1/2001	2898518	11/2/2004
MARGARITAS BY THE YARD	75514634	7/7/1998	2405107	11/21/2000
LA SALSA	75155583	8/26/1996	2151398	4/14/1998
FRESH MEXICAN GRILL	74586109	10/17/1994	2190028	9/15/1998
LA SALSA FRESH MEXICAN GRILL	74424105	8/11/1993	2025808	12/24/1996
LA SALSA	73207902	3/19/1979	1257963	11/15/1983