

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/11/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HARBAR CORPORATION		01/12/2006	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	HARBAR LLC
Street Address:	320 Turnpike Street
City:	Canton
State/Country:	MASSACHUSETTS
Postal Code:	02021
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2201482	WRAPPY FLAT BREADS TORTILLAS
Registration Number:	2262307	THE TACO & SALSA CO. GREAT MEXICAN FOOD ANY TIME!
Registration Number:	2262306	MARIA & RICARDO'S TORTILLA FACTORY

CORRESPONDENCE DATA

Fax Number: (617)367-2315
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: gsmith@pbl.com
 Correspondent Name: Gary Smith
 Address Line 1: 800 Boylston Street
 Address Line 4: Boston, MASSACHUSETTS 02199-8004

ATTORNEY DOCKET NUMBER:	14938-1
NAME OF SUBMITTER:	Gary Smith

OP \$90.00 2201482

Signature:

/gary w. smith/

Date:

02/28/2006

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT**, dated as of January 12, 2006, is made by **HARBAR CORPORATION**, a Massachusetts corporation with its principal place of business at 320 Turnpike Street, Canton, Massachusetts 02021 (“Assignor”), in favor of **HARBAR LLC (f/k/a RABRAH ACQUISITION, LLC)**, a Massachusetts limited liability company with a place of business at 320 Turnpike Street, Canton, Massachusetts 02021 (“Assignee”).

WHEREAS, Assignee has entered into an Asset Purchase Agreement dated as of November 11, 2005 (the “Purchase Agreement”) with Assignor providing for the sale, transfer, assignment, and delivery by Assignor to Assignee of all right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including all of Assignor’s proprietary interest in the trademarks, trademark registrations and applications for registration, as set forth in **Exhibit A** attached hereto, and any common law trademarks, service marks and trade names used in connection with the Seller’s business (as defined in the Purchase Agreement) as set forth in **Exhibit B** attached hereto (the marks listed in Exhibit A and Exhibit B collectively, the “Marks”), and in and to any and all rights to register such Marks, derivative marks, continuations, reissues, renewals, divisions and extensions of the same and in and to any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future infringement or other damage and/or injury to or misappropriation of the Marks, including the right to sue and collect damages for the same for Assignee’s own use and benefit and that of its successors and assigns; and

WHEREAS, Assignee is desirous of acquiring the Marks and any and all rights to register such Marks, continuations, reissues, renewals, divisions and extensions of the same and any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future infringement or other damage and/or injury to or misappropriation of the Marks, including the right to sue and collect damages for the same for Assignee’s own use and benefit and that of its successors and assigns;

NOW, THEREFORE, in consideration of the sum of One United States Dollar (US\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does, by these presents, hereby sell, assign, transfer, and set over to Assignee and its successors and assigns, all of Assignor’s worldwide right, title, and interest in and to the Marks, and in and to any and all existing and pending registrations and applications for registration and for rights to register such Marks, derivative marks, continuations, reissues, renewals, divisions and extensions of the same, together with the goodwill of the business symbolized by such Marks and all goodwill associated with the Marks, and in and to any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future infringement or other damage and/or injury to or misappropriation of the Marks, including the right to sue and collect damages for the same for Assignee’s own use and benefit and that of its successors and assigns.

Assignor hereby covenants and agrees that it will, at any time upon request, execute and deliver any and all papers that may be necessary or desirable to perfect title to the Marks in Assignee or to defend or enforce Assignee's rights to the Marks and its successors and assigns, and that, if Assignee and its successors and assigns desire to secure any registration or reissues of any of the Marks or to file any disclaimer or disclaimers relating thereto, Assignor will, upon request, sign all papers and do all lawful acts requisite for the application for such registrations or reissues, and the procuring thereof, or for the filing of such disclaimer or disclaimers, without further compensation, but at the expense of Assignee and its successors and assigns.

It is expressly agreed by Assignor and Assignee that Assignor makes no representation or warranty in respect of the Marks and nor shall any be implied, except as expressly stated in the Purchase Agreement.

This Trademark Assignment shall be governed by the laws of the Commonwealth of Massachusetts and the federal laws of the United States of America applicable therein.

This Trademark Assignment is intended to and shall take effect as a sealed instrument as of the date first set forth above.

This Trademark Assignment may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument. The delivery of an executed counterpart copy of this Trademark Assignment by facsimile or telecopy shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

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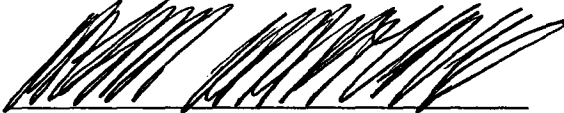
[SIGNATURE PAGE TO FOLLOW]

[Signature page to Trademark Assignment]

The undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

HARBAR CORPORATION

By: 
Name: Heidi Hertling
Its: President

ASSIGNEE:

**HARBAR LLC (f/k/a RABRAH
ACQUISITION, LLC)**


By: 
Name: Ezequiel Montemayor
Its: President

EXHIBIT A

List of Registered Marks, etc.

1. *WRAPPY FLAT BREAD TORTILLAS, Registered with the U.S. Patent and Trademark Office as Reg. No. 2,201,482.*
2. *THE TACO & SALSA CO. GREAT MEXICAN FOOD ANYTIME!, Registered with the U.S. Patent and Trademark Office as Reg. No. 2,262,307.*
3. *MARIA & RICARDO'S TORTILLA FACTORY, Registered with the U.S. Patent and Trademark Office as Reg. No. 2,262,306.*

EXHIBIT B

List of Common Law Marks, etc.

1. WRAPETT!
2. REALCORN
3. REALCHIPS
4. REALTAMALES
5. REALTORTILLAS
6. OK JOSE TAQUERIA