

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Taco Del Mar Franchising Corp.		10/26/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Franchise Brands LLC
Street Address:	300 Bic Drive
City:	Milford
State/Country:	CONNECTICUT
Postal Code:	06461
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3816202	MONDITO BURRITO
Registration Number:	3637601	DEL MAR'S BAJA MEXICAN
Registration Number:	3258474	TACO DEL MAR MISSION STYLE BURRITOS
Registration Number:	3274961	TACO DEL MAR
Registration Number:	3192867	MOJITO BURRITO
Registration Number:	3182961	TACO DEL MAR MONDO BURRITOS RIPPIN TACOS
Registration Number:	3375300	TACODELMAR
Registration Number:	3371981	TACODELMAR DELICIOUS IS OUR MIDDLE NAME.
Registration Number:	3061858	DISCOVER YOUR INNER BAJA!
Registration Number:	3061857	RELEASE YOUR INNER BAJA!
Registration Number:	1954511	TACO DEL MAR

CORRESPONDENCE DATA

Fax Number: (203)876-6690
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900191233

**TRADEMARK
 REEL: 004536 FRAME: 0380**

OP \$290.00 3816202

Phone: 203-877-4281 xt 1563
Email: duplessie_d@subway.com
Correspondent Name: Danielle Duplessie
Address Line 1: 325 Bic Drive
Address Line 4: Milford, CONNECTICUT 06461

NAME OF SUBMITTER:	Danielle duplessie
Signature:	/Danielle Duplessie/
Date:	05/05/2011
Total Attachments: 2 source=Assignment TDMFCorp to FBLLC#page1.tif source=Assignment TDMFCorp to FBLLC#page2.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered into as of October 25, 2010, by and among Taco Del Mar Franchising Corp., a Delaware Corporation ("Assignor"), and Franchise Brands LLC, a Delaware limited liability company ("Assignee").

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 4, 2010 (the "Purchase Agreement"), pursuant to which Assignee has purchased, on the Closing Date, substantially all of the assets of Assignor; and

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign its intellectual property rights to Assignee as expressly set forth in this Assignment Agreement, and Section 2.1(c) of the Purchase Agreement.

THEREFORE, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Assignment Agreement shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Assignment. Effective as of 12:01 a.m. (Pacific time) on the Closing Date (the "Effective Time"), Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, each of the Taco Del Mar Intellectual Property which consists of any and all U.S. and foreign: (i) inventions (whether patentable or unpatentable and whether or not reduced to practice, all improvements thereto, and patents, patent applications, patent disclosures together with all renewals, reissues, divisions, continuations, continuation-in-part, substitutes, extensions, and reexaminations of the foregoing, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations, renewals, and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) design rights (registered or unregistered) and applications for registration thereof, (vi) computer software (in both source code and object code form and all commented versions thereof), whether purchased, licensed or internally developed, data, data bases and documentation thereof, (vii) all mask works and all applications, registrations and renewals in connection therewith, (viii) trade secrets, proprietary formulations and other confidential information (including, without limitation, ideas, formulas, compositions, know-how, show-how, manufacturing and production processes and techniques, research and development information and results, engineering, quality control, testing, operations, logistical, maintenance and other technical information, drawings, diagrams, catalogs, specifications, designs, plans, proposals, technical data, copyrightable works, pricing and cost information, financial and marketing plans, business plans and proposals, customer and supplier lists and information), (ix) internet domain names and web sites, (x) registrations and applications for any of the foregoing, and (xi) copies and tangible embodiments thereof (in whatever form or medium) relating to the Taco Del Mar brand.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Taco Del Mar Intellectual Property, if any, are incorporated in this Assignment Agreement by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded by this Assignment Agreement but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment Agreement, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties to this Assignment Agreement covenants and agrees, to execute and deliver, at its own expense, at the request of the other party to this Assignment Agreement, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments contemplated by this Assignment Agreement.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered one and the same agreement, and will become effective when counterparts, that together contain the signatures of each party to this Assignment Agreement, will have been delivered to Assignee and Assignor. Delivery of executed signature pages by facsimile transmission and electronic mail will constitute effective and binding execution and delivery of this Assignment Agreement.

DATED, effective as of the Closing Date.

Taco Del Mar Franchising Corp.

By: Rick Braa
Name: Rick Braa
Title: CEO