

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
Mr. Souvlaki Ltd.		09/25/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Mty Tiki Ming Enterprises Inc.		
Street Address:	3465 Thimens Blvd.		
City:	St. Laurent, Quebec		
State/Country:	CANADA		
Postal Code:	H4R 1V5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3756673	MR. SOUVLAKI	
Registration Number:	4109139	MR. SOUVLAKI	
CORRESPONDENCE DATA			
Fax Number:	2028611783		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2028611500		
Email:	trademarks@bakerlaw.com		
Correspondent Name:	John H. Weber		
Address Line 1:	1050 Connecticut Avenue, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	42917-008		
DOMESTIC REPRESENTATIVE			
Name:			

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Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	John H. Weber
Signature:	/John H. Weber/
Date:	10/19/2012
Total Attachments: 3 source=MTY Trademarks Assignment#page1.tif source=MTY Trademarks Assignment#page2.tif source=MTY Trademarks Assignment#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 25 day of September, 2012, between Mr. Souvlaki Ltd., a corporation organized and existing under the laws of Ontario, having its principal place of business located at 26 Damian Drive, Richmond Hill, Ontario Canada L4B 3Z9 ("Mr. Souvlaki"), on the one hand, and Mty Tiki Ming Enterprises Inc., a corporation organized and existing under the federal laws of Canada, having its principal place of business located at 3465 Thimens Blvd., St. Laurent, Quebec H4R 1V5 ("Mty Tiki"), on the other hand:


WHEREAS, Mr. Souvlaki is the owner of a Canadian trademark registration for the mark MR. SOUVLAKI & Design (Registration No. TMA635,572) and two United States trademark registrations for the trademarks MR. SOUVLAKI & Design and MR. SOUVLAKI (Registrations Nos. 3,756,673 and 4,109,139) (the trademark registrations and common law rights associated therewith will collectively be referred to as the "MR. SOUVLAKI Trademarks").

WHEREAS, Mr. Souvlaki is the sole owner of the entire right, title and interest in and to MR. SOUVLAKI Trademarks;

WHEREAS, Mr. Souvlaki represents and warrants that it is not aware of any claims of infringement or any other legal claims made on the MR. SOUVLAKI Trademarks; and

WHEREAS, Mr. Souvlaki has agreed to assign to Mty Tiki all right, title, and interest that it has or may have, in and to the MR. SOUVLAKI Trademarks, and any and all trademark rights and goodwill associated therewith; and

WHEREAS, Mty Tiki desires to accept such assignment.

Revised by IHC September 14, 2012 

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NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Sale of MR. SOUVLAKI Trademarks.** Effective on the date of this Agreement (the "Effective Date"), Mr. Souvlaki hereby sells, assigns, transfers, conveys, delivers and quitclaims to Mty Tiki, free and clear of any and all liens and encumbrance, Mr. Souvlaki's entire right, title and interest in, to and under, the MR. SOUVLAKI Trademarks including common law rights together with the goodwill symbolized by and associated with the MR. SOUVLAKI Trademarks (including any copyright in the designs forming part of the MR. SOUVLAKI Trademarks as applicable), and all registrations and applications relating to the MR. SOUVLAKI Trademarks, for its own use and behalf, and for the use and behalf of its successors, licensees, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Mr. Souvlaki if this Assignment and sale had not been made; and any right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of the MR. SOUVLAKI Trademarks, with the right to sue for, and collect same.

2. **Further Assurances.**

(a) Simultaneously with the execution and delivery of this Agreement, Mr. Souvlaki will execute such further documents and instruments of conveyance, assignment and transfer, and shall take such further reasonable actions as may be necessary or desirable, for the purpose of transferring and conveying all right, title and interest in and to the MR. SOUVLAKI Trademarks, including, but not limited to, completing, executing, notarizing, and forwarding to Mty Tiki any such documentation required to complete the Assignment.


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(b) From time to time and at any time, at Mty Tiki's request, and without further consideration, Mr. Souvlaki shall promptly execute and deliver such further documents and instruments of conveyance, assignment and transfer, and shall take such further reasonable actions as may be necessary or desirable, for the purpose of transferring and conveying all right, title and interest in and to the MR. SOUVLAKI Trademarks.

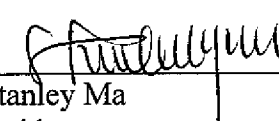
3. **Miscellaneous.** The validity, performance, construction, interpretation, enforcement, and effect of this Agreement shall be governed and enforced in accordance with the substantive laws of the Province of Ontario.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

MR. SOUVLAKI LTD.

By: 
Name: Gary Mardirossian
Title: President

MTY TIKI MING ENTERPRISES INC.

By: 
Name: Stanley Ma
Title: President

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