

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
Adam Roe		07/18/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Lunchbox, L.P.		
Street Address:	8437 Warner Drive		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3912276	LUNCHBOX	
CORRESPONDENCE DATA			
Fax Number:	(212)468-4888		
Email:	pporter@dglaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jeffrey C. Katz		
Address Line 1:	1740 Broadway		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Jeffrey C. Katz		
Signature:	/Jeffrey C. Katz/		
Date:	09/16/2011		
Total Attachments: 2 source=Assignment to Lunchbox dated July 18, 2011#page1.tif source=Assignment to Lunchbox dated July 18, 2011#page2.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

July 18, 2011

WHEREAS, Adam Roe, a U.S. individual residing in Culver City, California (the "**Assignor**"), is the owner of the marks listed below which are registered in the United States Patent and Trademark Office:

<u>Marks</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUNCHBOX	3,912,276	January 25, 2011
lunchbox & design	3,633,738	June 9, 2009

WHEREAS, Lunchbox, L.P., a California limited partnership (the "**Assignee**") with a business address of 8437 Warner Drive, Culver City, CA, is desirous of acquiring said marks and said registrations thereof.

THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title and interest in and to said marks, together with the goodwill of the business symbolized by the marks, and the registrations thereof, and all rights to damages or profits, due or accrued, arising out of past infringement of said marks or injury to said goodwill, and the right to sue for and recover the same in Assignee's own name.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed to be effective as of the date first written above.

ASSIGNOR

By: _____

Adam Roe

ASSIGNEE

LUNCHBOX, L.P., a California limited partnership

By: _____

Adam Roe, Chief Executive Officer

Signature Page to Trademark Assignment Agreement