

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name      | Formerly | Execution Date | Entity Type           |
|-----------|----------|----------------|-----------------------|
| BBI, Inc. |          | 03/05/2013     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                           |
|------------------------|---------------------------|
| <b>Name:</b>           | Bush Brothers & Company   |
| <b>Street Address:</b> | 1016 East Weisgarber Road |
| <b>City:</b>           | Knoxville                 |
| <b>State/Country:</b>  | TENNESSEE                 |
| <b>Postal Code:</b>    | 37909                     |
| <b>Entity Type:</b>    | CORPORATION: TENNESSEE    |

**PROPERTY NUMBERS Total: 42**

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| Registration Number: | 977825  | BB                         |
| Registration Number: | 1113725 | BUSH'S                     |
| Registration Number: | 520028  | BUSH'S BEST                |
| Registration Number: | 3560408 | BUSH'S BEST                |
| Registration Number: | 1616897 | BUSH'S BEST COUNTRY RECIPE |
| Registration Number: | 2151251 | CHILI MAGIC                |
| Registration Number: | 851149  | DUBON                      |
| Registration Number: | 295013  | DUBON                      |
| Registration Number: | 382065  | DUBON                      |
| Registration Number: | 2160821 |                            |
| Registration Number: | 2151718 | S SHOWBOAT                 |
| Registration Number: | 2381034 | SINCE 1908 BUSH'S BEST     |
| Registration Number: | 2727064 | FANCI-PAK                  |
| Registration Number: | 2991252 | BUSH'S BEST SINCE 1908     |

OP \$1065.00 977825

|                      |          |   |
|----------------------|----------|---|
| Registration Number: | 2999845  | BUSH'S BEST SINCE 1908                      |
| Registration Number: | 2999844  | BUSH'S BEST SINCE 1908                      |
| Registration Number: | 3040766  | LOOKS LIKE HOMEMADE. TASTES LIKE HOMEMADE.  |
| Registration Number: | 3399853  | SHOWBOAT                                    |
| Registration Number: | 3375997  | S SHOWBOAT                                  |
| Registration Number: | 3644093  | BUSH'S BEST SECRET FAMILY RECIPE SINCE 1908 |
| Registration Number: | 3398985  | THE VEGETABLE WITH MORE                     |
| Registration Number: | 3398986  | THE VEGGIE WITH MORE                        |
| Registration Number: | 3406162  | GRILLIN' BEANS                              |
| Registration Number: | 3651727  | BEAN MAN                                    |
| Registration Number: | 3812742  | TEXAS RANCHERO                              |
| Registration Number: | 3830734  | GRILLIN' BEANS BLACK BEAN FIESTA            |
| Registration Number: | 4056828  | FAMILY FAVORITE RECIPES                     |
| Registration Number: | 4197378  | SINCE 1908 BUSH'S BEST COCINA LATINA        |
| Registration Number: | 4219527  | GRILLIN' BEANS SWEET MESQUITE               |
| Registration Number: | 4243614  | COCINA LATINA FRIJOLES A LA MEXICANA        |
| Registration Number: | 925203   | BEAN POT                                    |
| Registration Number: | 4243615  | COCINA LATINA FRIJOLES NEGROS MACHACADOS    |
| Registration Number: | 4243616  | COCINA LATINA FRIJOLES CHARROS MACHACADO    |
| Registration Number: | 4243617  | COCINA LATINA PINTOS A LA DIABLA            |
| Serial Number:       | 85845067 | SINCE 1908 BUSH'S BEST FAMILY CAFE          |
| Serial Number:       | 85224264 | BUSH'S COCINA LATINA                        |
| Serial Number:       | 85224243 | THE BOLDER SIDE OF BUSH'S                   |
| Serial Number:       | 85532099 | COCINA LATINA DE BUSH                       |
| Serial Number:       | 85587715 | CAN DO                                      |
| Serial Number:       | 85616896 | GRILLIN' BOLD                               |
| Serial Number:       | 85860464 | RECIPE MATH                                 |
| Serial Number:       | 85860449 | BUSH'S RECIPE MATH                          |

**CORRESPONDENCE DATA**

Fax Number: 703836741

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: bassam.ibrahim@bipc.com

Correspondent Name: Bassam N. Ibrahim

Address Line 1: P.O. Box 1404

Address Line 4: Alexandria, VIRGINIA 22313-1404

**TRADEMARK**

**REEL: 004977 FRAME: 0773**

|  |                     |
|--|---------------------|
|  | 1030822-000158      |
| NAME OF SUBMITTER:   | Bassam N. Ibrahim   |
| Signature:   | /Bassam N. Ibrahim/ |
| Date:  | 03/07/2013          |
| Total Attachments: 6<br>source=assign for filing#page1.tif<br>source=assign for filing#page2.tif<br>source=assign for filing#page3.tif<br>source=assign for filing#page4.tif<br>source=assign for filing#page5.tif<br>source=assign for filing#page6.tif |                     |

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is entered on the execution date, between BBI, Inc., a corporation organized under the laws of Delaware, having a place of business at 300 Delaware Avenue, Suite 900, Wilmington, DE 19801 (hereinafter "*Assignor*") and Bush Brothers & Company, a corporation organized and existing under the laws of Tennessee, having a place of business at 1016 East Weisgarber Road Knoxville, TN 37909, (hereinafter "*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. trademark registrations/applications listed in the attached Schedule A (the "Marks").

WHEREAS, Assignor and Assignee are desire to enter into this Assignment;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, and/or service marks, together with the goodwill associated with the foregoing and the ongoing and existing business to which the trademarks/service marks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (3) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "*Assigned Intellectual Property*").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in the United States of America, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety, and the assets of the business associated with the Assigned Intellectual Property, in their entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in commerce, as to which evidence of such use has not yet been filed in the USPTO, such marks are being assigned to the successor to the business of the applicant or portion thereof to which such marks pertain, which business is ongoing and existing. Assignor hereby authorizes and requests any official of the United States of America whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

4. Assignor further covenants and agrees to cooperate with and reasonably assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or another agency or authority, it being understood that any expense incident to such assistance shall be borne by the Assignee, its successors and assigns.

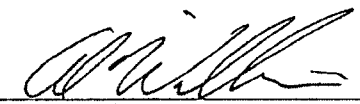
5. All assignments to be executed and return to the attention of:

**TRADEMARK**  
**REEL: 004977 FRAME: 0775**

Bassam N. Ibrahim, Esq.  
Buchanan Ingersoll & Rooney, PC  
1737 King Street  
Suite 500  
Alexandria, VA 22314  
Telephone: 703-836-6620  
Facsimile: 703-836-2021  
Email: bassam.ibrahim@bipc.com

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.






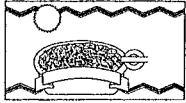
Assignor: BBI, Inc.








By:   
Name: AL Williams  
Title: President  
Date: 3/5/13



**U.S. FEDERAL TRADEMARK REGISTRATIONS/APPLICATIONS  
AND FOREIGN TRADEMARK REGISTRATIONS/APPLICATIONS**

**SCHEDULE A**

**U.S. FEDERAL TRADEMARK REGISTRATIONS**

| U.S. REGISTRATIONS |  |            |
|--------------------|--|------------|
| Reg. No.           | Mark   | Reg. Date  |
| 977,825            | B (Stylized)<br>                              | 01/29/1974 |
| 1,113,725          | BUSH'S   | 02/20/1979 |
| 520,028            | BUSH'S BEST (Stylized)<br>                    | 01/17/1950 |
| 3,560,408          | BUSH'S BEST  | 01/13/2009 |
| 1,616,897          | BUSH'S BEST COUNTRY RECIPE<br>(Stylized)<br> | 10/09/1990 |
| 2,151,251          | CHILI MAGIC  | 04/14/1998 |
| 851,149            | DUBON  | 06/18/1968 |
| 295,013            | DUBON (Stylized)<br>                        | 06/14/1932 |
| 382,065            | DUBON (Stylized)<br>                        | 10/15/1940 |
| 2,160,821          | Miscellaneous Design<br>                    | 05/26/1998 |

| U.S. REGISTRATIONS (Cont'd) |   |            |
|-----------------------------|---|------------|
| Reg. No.                    | Mark  | Reg. Date  |
| 2,151,718                   | S SHOWBOAT & Design<br>                                    | 04/21/1998 |
| 2,381,034                   | SINCE 1908 BUSH'S BEST & Design<br>                        | 08/29/2000 |
| 2,727,064                   | FANCI-PAK   | 06/17/2003 |
| 2,991,252                   | BUSH'S BEST SINCE 1908 & Design<br>                        | 09/06/2005 |
| 2,999,845                   | BUSH'S BEST SINCE 1908 & Design<br>                       | 09/27/2005 |
| 2,999,844                   | BUSH'S BEST SINCE 1908 & Design<br>                      | 09/27/2005 |
| 3,040,766                   | LOOKS LIKE HOMEMADE. TASTE LIKE HOMEMADE  | 01/10/2006 |
| 3,399,853                   | SHOWBOAT  | 03/18/2008 |
| 3,375,997                   | S SHOWBOAT & Design<br>                                  | 01/29/2008 |
| 3,644,093                   | BUSH'S BEST SECRET FAMILY RECIPE SINCE 1908 & Design<br> | 06/23/2009 |

| U.S. REGISTRATIONS (Cont'd) |   |            |
|-----------------------------|---|------------|
| Reg. No.                    | Mark  | Reg. Date  |
| 3,398,985                   | THE VEGETABLE WITH MORE   | 03/18/2008 |
| 3,398,986                   | THE VEGGIE WITH MORE  | 03/18/2008 |
| 3,406,162                   | GRILLIN ' BEANS   | 04/01/2008 |
| 3,651,727                   | BEAN MAN  | 07/07/2009 |
| 3,812,742                   | TEXAS RANCHERO  | 07/06/2010 |
| 3,830,734                   | GRILLIN' BEANS BLACK BEAN FIESTA  | 08/10/2010 |
| 4,056,828                   | FAMILY FAVORITE RECIPES & Design<br>               | 11/15/2011 |
| 4,219,527                   | GRILLIN' BEANS SWEET MESQUITE   | 10/02/2012 |
| 4,243,615                   | COCINA LATINA FRIJOLES NEGROS MACHACADOS  | 11/13/2012 |
| 4,243,616                   | COCINA LATINA FRIJOLES CHARROS MACHACADOS   | 11/13/2012 |
| 4,243,617                   | COCINA LATINA PINTOS A LA DIABLA  | 11/13/2012 |
| 4,243,614                   | COCINA LATINA FRIJOLES A LA MEXICANA  | 11/13/2012 |
| 925,203                     | BEAN POT  | 12/7/1971  |
| 4,197,378                   | SINCE 1908 BUSHS BEST COCINA LATINA & Design<br> | 8/28/2012  |



**U.S. FEDERAL TRADEMARK APPLICATIONS**

| <b>U.S. APPLICATIONS</b> |  |                    |
|--------------------------|--|--------------------|
| <b>Appl. No.</b>         | <b>Mark</b>                                    | <b>Filing Date</b> |
| 85/845,067               | SINCE 1908 BUSH'S BEST FAMILY CAFÉ<br>& Design | 02/08/2013         |
| 85/224,264               | BUSH'S COCINA LATINA                           | 01/24/2011         |
| 85/224,243               | THE BOLDER SIDE OF BUSH'S                      | 01/24/2011         |
| 85/532,099               | COCINA LATINA DE BUSH                          | 02/02/2012         |
| 85/587,715               | CAN DO   | 04/03/2012         |
| 85/616,896               | GRILLIN' BOLD                                  | 05/04/2012         |
| 85/860,464               | RECIPE MATH                                    | 02/26/2013         |
| 85/860,449               | BUSH'S RECIPE MATH                             | 02/26/2013         |

**FOREIGN TRADEMARK REGISTRATIONS**

| <b>FOREIGN REGISTRATIONS</b> |                                    |                  |                   |                    |
|------------------------------|------------------------------------|------------------|-------------------|--------------------|
| <b>Reg. No.</b>              | <b>Mark</b>                        | <b>Reg. Date</b> | <b>Country</b>    | <b>Intl. Class</b> |
| 81/21077                     | BUSH'S BEST                        | 03/01/07         | Bolivia           | 29                 |
| 29,456                       | BUSH'S BEST                        | 05/17/2006       | Bahamas           | 42                 |
| 821,913                      | BUSH'S BEST                        | 04/11/2012       | Canada            | -                  |
| 2400743                      | BUSH'S BEST                        | 09/02/2005       | United<br>Kingdom | 29                 |
| 300482247                    | BUSH'S BEST                        | 08/23/2005       | Hong Kong         | 29                 |
| 47,895                       | BUSH'S BEST                        | 02/13/2007       | Jamaica           | 29                 |
| 2400743                      | BUSH'S BEST                        | 02/10/2006       | Cayman<br>Islands | 29                 |
| 901691                       | BUSH'S BEST                        | 09/27/2005       | Mexico            | 29                 |
| 108664-C                     | BUSH'S BEST                        | 06/04/2007       | Bolivia           | 29                 |
| 144564                       | BUSH'S BEST                        | 08/23/2005       | Panama            | 29                 |
| 74898                        | BUSH'S BEST                        | 12/05/2011       | Puerto Rico       | 29                 |
| TMA723,595                   | SINCE 1908 BUSH'S<br>BEST & DESIGN | 09/12/2008       | Canada            | -                  |
| 1077591                      | GRINGOS PERO<br>MUY BUENOS         | 12/15/2008       | Mexico            | 29                 |

**TRADEMARK****RECORDED: 03/07/2013****REEL: 004977 FRAME: 0780**