

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404540

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frontera Grill, Inc.		09/26/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ConAgra Foods RDM, Inc.		
<b>Street Address:</b>	222 W. Merchandise Mart Plaza		
<b>Internal Address:</b>	Suite 1300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2123107	FRONTERA GRILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3144801505		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	314-480-1500		
<b>Email:</b>	Nicole.Anderson@huschblackwell.com		
<b>Correspondent Name:</b>	Daan G. Erikson		
<b>Address Line 1:</b>	Husch Blackwell LLP		
<b>Address Line 2:</b>	190 Carondelet Plaza, Suite 600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	Daan G. Erikson		
<b>SIGNATURE:</b>	/Daan G. Erikson/		
<b>DATE SIGNED:</b>	11/04/2016		
<b>Total Attachments: 5</b>			
source=Frontera_Grill_Trademark_Assignment#page1.tif			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of September 26, 2016, by and between ConAgra Foods RDM, Inc., a Delaware corporation ("Assignee"), and Frontera Grill, Inc., an Illinois corporation ("Assignor"). Capitalized terms used herein and not defined shall have the meanings given to them in the Inducement Agreement (as defined below).

### RECITALS:

- (a) Assignor and ConAgra Foods Packaged Foods, LLC, an affiliate of Assignee, are parties to that certain Inducement Agreement dated September 3, 2016 (the "Inducement Agreement"), pursuant to which Assignor agreed to transfer and assign the trademarks listed on Exhibit 1 hereto (the "Marks") to Assignee.
- (b) This Agreement is being executed pursuant to the Inducement Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, all of Assignor's right, title and interest in and to the Marks, including, without limitation, (i) the goodwill associated with the Marks, (ii) all common law rights associated with the Marks, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Marks.

3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Marks to record Assignee as the owner of the Marks.

4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Marks in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Inducement Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Inducement Agreement, the terms

and conditions of the Inducement Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Inducement Agreement or the survival thereof.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

7. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in Delaware.

***[Remainder of Page Intentionally Left Blank - Signature Page to Follow]***

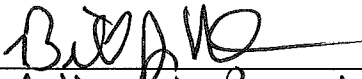
IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNEE:

ASSIGNOR:

ConAgra Foods RDM, Inc.

Frontera Grill, Inc.

By:   
Its: Authorized Representative

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

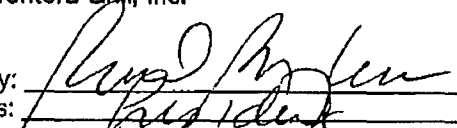
ASSIGNEE:

ConAgra Foods RDM, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNOR:

Frontera Grill, Inc.

By:   
Its: President

*[Signature Page to Trademark Assignment]*

**EXHIBIT 1**

**MARKS**

<b>Mark</b>	<b>Country</b>	<b>Registration / Application Number</b>
FRONTERA GRILL	US	2,123,107