



**IP ASSIGNMENT**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of November 19, 1999, between Franchise Solutions, Inc. ("Seller"), and Franchise Solutions Corp., a Delaware corporation ("Buyer").

**WITNESSETH**

**WHEREAS**, Buyer and Seller have concurrently herewith consummated the purchase by Buyer of the Service Mark pursuant to the terms and conditions of the Asset Purchase Agreement dated November 19, 1999 between Buyer and Seller and the Stockholders (the "Asset Purchase Agreement"; terms defined in the Asset Purchase Agreement and not otherwise defined herein being used herein as therein defined);

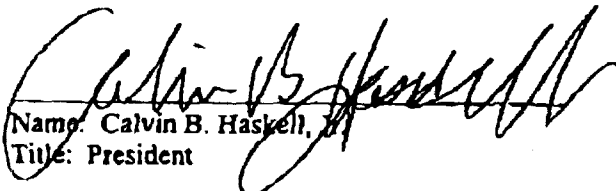
**NOW, THEREFORE**, in consideration of the sale of the Service Mark and in accordance with the terms of the Asset Purchase Agreement, Buyer and Seller agree as follows:

1. (a) Seller does hereby sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Service Mark.
- (b) Buyer does hereby accept all the right, title and interest of Seller in, to and under all of the Service Mark.
2. This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to the conflicts of law rules of such state.
3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

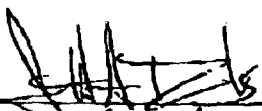
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FRANCHISE SOLUTIONS, INC.

  
Name: Calvin B. Haskell, Jr.  
Title: President

FRANCHISE SOLUTIONS CORP.

By:   
Name: GUITE ATZANETS  
Title: CFO

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