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To the Honorable Commissioner of

are attached original documents or copy thereof.

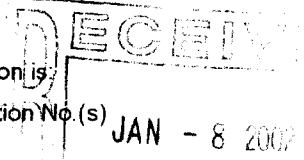
<p>1. Name of conveying party(ies): Mary Drolet 3049 W. Harrison, Chicago, IL 60612 [ X ] Individual [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [ ] Other _____ Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No</p>	<p>2. Name and address of receiving party(ies) Name: CLUB LIBBY LU, LLC Internal Address: Street Address: 3049 W. Harrison Chicago, IL 60612 [ ] Individual [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State: Illinois limited liability company [ ] Other _____</p>
<p>3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other: Execution Date: November 1, 2001</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? [ ] Yes [X] No</p>

1-8-02

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is:

<p>A. Trademark Application No.(s) 75/847,776 filed on Nov. 12, 1999</p>	<p>B. Trademark Registration No.(s) JAN - 8 2002</p>
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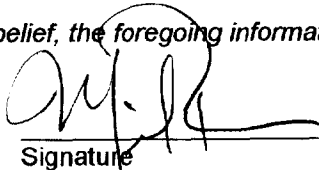
Additional numbers attached? [ ] Yes [X] No



<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Max Shaftal Internal Address: SHAFTAL AND ASSOCIATES, LTD. Street Address: 300 South Wacker Dr., Suite 3000 City: Chicago State: IL Zip: 60606</p>	<p>6. Total number of applications and registrations involved. <u>1</u> 7. Total fee (37 CFR 3.41) \$40.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 50-1325 (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

<p>Michael Ross Name of Person Signing</p>	 Signature	<p>November 1, 2001 Date</p>
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Total number of pages including cover sheet, attachments, and document: 4

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**ASSIGNMENT**

Attorney Docket No. 991559

**SHAFTAL AND ASSOCIATES, LTD.**300 South Wacker Drive  
Suite 3000  
Chicago, Illinois 60606  
(312) 913-1800**TRADEMARK ASSIGNMENT AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, MARY DROLET, an individual residing at 3049 W. Harrison, Chicago, Illinois 60612 ("ASSIGNOR") hereby transfers, assigns, and conveys to CLUB LIBBY LU, LLC, an Illinois Limited Liability Company, having a principal place of business at 3049 W. Harrison, Chicago, Illinois 60612, (hereinafter sometimes referred to as "ASSIGNEE"), ASSIGNOR's entire worldwide right, title and interest in and to, as well as the goodwill of the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future, together with ASSIGNOR's entire right, title and interest in, as well as the goodwill of the business associated with the above trademark, service mark and trade name rights being assigned to ASSIGNEE, and any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to Shaftal and Associates, Ltd., 300 South Wacker Drive, Suite 3000, Chicago, Illinois 60606, the authority and power to insert on this instrument any further

identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark office or the Trademark Office of any foreign country.

ASSIGNOR

  
Mary Drolet

Dated: 11/01/01, 2001

**SCHEDULE A**

Trademark

Serial No.

Filing. Date

CLUB LIBBY LU

75/847,776

Nov. 12, 1999