

03-20-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Duck Creek Energy, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: March 1, 2003

2. Name and address of receiving party(ies)

Name: TMIO, LLC

Internal Address:

Address:

Street Address: 7033 Mill Road

City: Cleveland State: OH Zip: 44141

Individual(s) citizenship

Association

General Partnership

Limited Partnership Ohio

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached. Designations must be a separate document from assignment. Additional name(s) & address(es) attached?

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/375,702 76/479,996

B. Trademark Registration No.(s)

2,530,057

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susan L. Mizer

Internal Address: Arter & Hadden LLP

1100 Huntington Building

Street Address: 925 Euclid Avenue

City: Cleveland State: OH Zip: 44115

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-0903(77414/20514)

(Attach duplicate copy of this page if paying by deposit account)

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.

Susan L. Mizer

Name of Person Signing

Signature

March 14, 2003

Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK REEL: 002695 FRAME: 0186

## ASSIGNMENT

WHEREAS, Duck Creek Energy, Inc., an Ohio Corporation having its principal offices at 7033 Mill Road, Brecksville, Ohio 44141, has adopted, used, is using and is the owner of the following trademark registrations, which registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Registration/Filing Date</u>
TONIGHT'S MENU	2,530,057	January 15, 2002
TONIGHT'S MENU INTELLIGENT OVENS	76/375,702	February 26, 2002
TONIGHT'S MENU "INTELLIGENT OVENS" AND DESIGN	76/479,996	January 02, 2003

WHEREAS, TMIO, LLC, an Ohio corporation having its principal offices at 7033 Mill Road, Cleveland, Ohio 44141, is desirous of acquiring said Trademarks.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Duck Creek Energy, Inc., hereby assigns to TMIO, LLC, all right, title and interest in the United States in and to said Trademark registrations, together with the goodwill of the business symbolized by said Trademark registrations, and all causes of action, claims, and demands or other rights for or arising from any infringement, including past infringements of the Trademark registrations.

Duck Creek Energy, Inc., will, at any time and from time to time, upon request of TMIO, LLC and at Duck Creek Energy, Inc.'s expense, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to TMIO, LLC, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, the Trademarks intended to be assigned under this Assignment.

This Assignment is made by Duck Creek Energy, Inc., without any representation or warranty of any kind whatsoever, including without limitation, any representation or warranty relating to the validity or enforceability or the status of the trademark registration.

This Assignment will be binding upon the successors, assigns, nominees, or other legal representatives of Duck Creek Energy, Inc.

Executed, this 1 day of March, 2003.

DUCK CREEK ENERGY, INC.

By: 

Name: David I. Mansbery

Title: President