

07-17-2003

FORM PTO-1594

REC



ET

U.S. DEPARTMENT OF COMMERCE

(Rev. 10-02)

Patent and Trademark Office

To the Honorable Commissioner of Pat

102499774

attached original documents or copy thereof.

1. Name of conveying party(ies): PITA PIT INT'L (BARBADOS) INC. 7.15.03

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

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

2. Name and address of receiving party(ies):

Name: PITA PIT INC.
 Internal Address: _____
 Street Address: 11 Princess Street
 City: Kingston State: ON ZIP: K7L 1A1
 Country: Canada

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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) and address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 1, 2002

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

A. Trademark Application No.(s)

Additional Numbers attached? Yes No

B. Trademark Registration No.(s)

2,488,457
~~2,502,588~~

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

Name: R. Kent Roberts
Hodgson Russ LLP
 Internal Address: Intellectual Property Law Section
 Street Address: One M&T Plaza, Suite 2000
 City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and registrations involved: 1 2 1

7. Total fee (37 CFR 3.41)..... \$65.00

Enclosed
 Authorized to be charged to deposit account

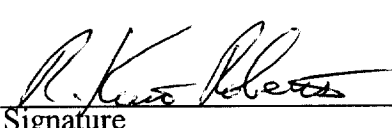
8. Deposit account number: 08-2442

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

07/16/2003 DBYRME 000000% 2488457 **DO NOT USE THIS SPACE**

91 Search and signature 40.00 OP
 02 FC:8522 25.00 OP

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.

R. Kent Roberts  July 11, 2003
 Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS

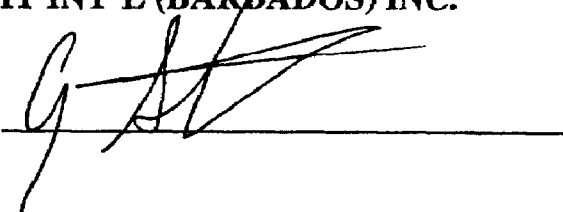
For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, PITA PIT INT'L (BARBADOS) INC., a Barbados corporation having a postal address of c/o The Corporate Secretary Ltd., Whitepark House, White Park Road, Bridgetown, Barbados, its (hereinafter "Assignor"), its successors, legal representatives and assigns hereby sells, assigns, delivers and sets over to PITA PIT INC., a Delaware corporation having a place of business at 11 Princess Street, Kingston, Ontario, K7L 1A1, Canada (hereinafter "Assignee"), its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to the trademarks THE PITA PIT and THE PITA PIT & Design (the "Marks"), together with the goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States (including respectively, U.S. Reg. No. 2,502,588 issued October 30, 2001 and U.S. Reg. No. 2,488,457 issued September 11, 2001) and all other countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all other countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if the assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the

use and enjoyment of its successors, assigns, or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of this 1 day of March, 2002.

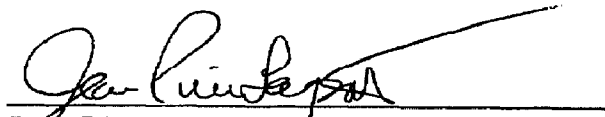
PITA PIT INT'L (BARBADOS) INC.

By: _____



NOTARIAL CERTIFICATE

On this 1 day of March, 2002, before me, personally appeared JOHN SOTIRIADIS, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed same of his own free will and for the purpose therein set forth.



Jean-Pierre Laporte
Notary Public in and for the
Province of Ontario, Canada.
My Commission is for life