

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Mr. Dimitri Cados		11/18/2003	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MarketFare Foods, Inc.		
<b>Street Address:</b>	2512 E. Magnolia		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85034		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2777084	BERKELEY BISTRO TO GO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)855-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-855-8331		
<b>Email:</b>	lmerritt@fulbright.com		
<b>Correspondent Name:</b>	Linda M. Merritt		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 2800		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	56332-K049US		
<b>NAME OF SUBMITTER:</b>	Linda Merritt/Fulbright & Jaworski LLP		
<b>Total Attachments: 4</b>			
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CH \$40.00 2777084

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the date of last signature below by and between Dimitri Cados, an individual ("Assignor"), as assignor, in favor of MarketFare Foods, Inc., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor is the owner of the trademark BERKELEY BISTRO TO GO and U.S. Reg. No. 2777084 (App. No. 75/667,526) for the mark BERKELEY BISTRO TO GO (the "Trademark").

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark and related rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademark, together with the business, or portion thereof, to which the Trademark pertains and the goodwill of the business symbolized by the Trademark, as well as its entire right, title and interest in and to all registrations of the Trademark heretofore granted or applied for, any and all common law rights to the Trademark in the United States and any state thereof and in any country in the world, and any and all claims and demands he may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake, procedures to record the transfer of the Trademark to Assignee in the United States Patent and Trademark Office or other applicable agency or governmental entity.

Assignor represents and warrants that he is the owner of the Trademark and U.S. Registration No. 2777084 and that his execution of this Agreement will not violate the rights of any third person or entity.

Within ten (10) days of receipt by Assignee of a fully executed duplicate original of this Agreement, Assignee will pay Assignor the sum of ~~twenty five hundred dollars (\$2,500)~~ *four thousand dollars (4,000)* 11/24/03

This Agreement shall be governed by the laws of Texas.


This Agreement may be executed in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In testimony whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

[signature page follows]

ASSIGNEE

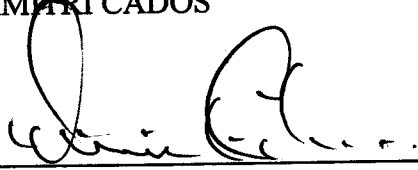
MARKETFARE FOODS, INC.

By:   
Al Carfora, President

Date: 11/06/03

ASSIGNOR

DIMITRI CADOS



Date: Nov. 18, '03

Nov-26-2003 12:04pm

From-MARKETFARE FOODS

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T-982 P.009/004 F-945

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Within ten (10) days of receipt by Assignee of a fully executed duplicate original of this Agreement, Assignee will pay Assignor the sum of ~~one hundred dollars (\$100)~~ *four thousand dollars (\$4,000)* ① 11/26/03

This Agreement shall be governed by the laws of Texas. ② 11/26/03

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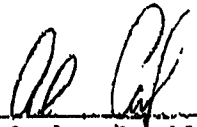
[signature page follows]

ASSIGNEE

ASSIGNOR

MARKETFARE FOODS, INC.

DIMITRI CADOS

By:   
Al Carfora, President



Date: 11/06/03

Date: Nov. 18, '03