

FROM DRINKER BIDDLE & REATH LLP

(FRI) 6. 4' 04 15:42/ST. 15:41/NO. 4861485174 P 2

SUBSTITUTE FORM PTO 1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Eggspectations International Holding Corporation Inc./ Societe de Gestion Internationale Eggspectations Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other <u>Canadian company</u></p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): 9066 - 9557 Quebec Inc. Place Jean Talon 7101 Park Avenue, Suite 500 Montreal, Quebec H2L 4X2</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation: _____ <input checked="" type="checkbox"/> Other: <u>Canada</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Memorandum of Agreement of Purchase and Sale</u></p> <p>Execution Date: <u>September 5, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): <u>75/076060; 76/091415</u> B. Trademark Reg. No.(s): <u>2825323</u></p> <p>Additional numbers attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Nancy Rubner Frandsen, Esq. Drinker Biddle & Reath LLP One Logan Square 18th and Cherry Streets Philadelphia, PA 19103-6996</p> <p>Attorney Docket No. <u>150348</u></p>	<p>6. Total number of applications and registrations involved: <u>3</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: <u>50-0573</u></p>
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DO NOT USE THIS SPACE

9. 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.

NANCY RUBNER FRANSEN Nancy Rubner Frandsen 6/4/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 7

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
Box 1450
Alexandria, VA 22313-1450

CH \$90.00 500573 75076060

MEMORANDUM OF AGREEMENT OF PURCHASE AND SALE MADE AND ENTERED INTO AT THE CITY AND DISTRICT OF MONTREAL ON THIS 5th DAY OF SEPTEMBER 2002.

BY AND BETWEEN:

EGGSPECTATIONS INTERNATIONAL HOLDING CORPORATION INC. / SOCIÉTÉ DE GESTION EGGSPÉCTATIONS INTERNATIONALE INC.

Body politic duly constituted according to Law, having its head office at Place Jean Talon, 7101 Park Avenue, Suite 500, Montreal, Quebec, H2L 4X2, herein duly represented by Mr. Jimmy Skindilias, its representative, duly authorized as he so declares;

(hereinafter referred to as the "VENDOR")

-and-

9066 - 9557 QUEBEC INC.

Body politic duly constituted according to Law, having its head office at Place Jean Talon, 7101 Park Avenue, Suite 500 Montreal, Quebec, H2L 4X2, herein duly represented by Mr. Enzo Renda, its representative, duly authorized as he so declares;

(hereinafter referred to as the "PURCHASER")

WHEREAS the VENDOR is the owner and/or applicant of various trade names, logos, trademarks, trademark rights, copyrights, licenses, art work, design marks, applications and other intellectual property associated with, in connection with various goods and services and in particular, the operation of various restaurants under the name, style, design of "Eggspectation", which marks, designs and work, intellectual property and other related assets have been created, made, registered and/or applied within Canada, the United States of America, Europe and India;

WHEREAS the VENDOR wishes to sell to the PURCHASER who wishes to purchase all of the trademarks, trade names, licenses, copyright, logos, design marks, rights, applications and related intellectual property registered, used and/or applied solely for the territory of the United States of America (the "Territory"), the whole as remunerated more fully in Schedule "A" annexed hereto (hereinafter the "Intellectual Property") the whole for the price and under the terms and conditions contained herein;

FROM
5/21/2004 10:06 FAX 5149446691

(FBI) 5. 4. 04 13:26/ST. 13:22/NO. 4261521078 P 13
KOUNADIS FERREAU

May 11 2004 9:32AM Eggs Intl

No. 2750 P. 3/7

NOW, THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The preamble to the present Agreement shall be construed to be an integral part of the Agreement itself as if it were recited at length herein for all legal purposes;
2. The VENDOR hereby sells, transfers and assigns to the PURCHASER all of its rights, title and interest in and to the Intellectual Property, for a purchase price equal to the aggregate amount of VENDOR'S costs and fees in creating, registering, developing, promoting, designing and establishing the Intellectual Property for the Territory, being the sum of ONE HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND FIFTY CENTS (\$131,820.50), payable upon the execution of the present agreement;
3. The VENDOR hereby makes the following representations and extends the following warranties and covenants, all of which are essential to this Agreement, without which the PURCHASER would not have entered into the present Agreement:
 - a) The VENDOR is the absolute owner of the Intellectual Property sold herein and has the complete and exclusive right and authority to sell, transfer, assign and deliver the said Intellectual Property and any contracts, undertakings, instruments, files and other documents or records evidencing the said Intellectual Property interests to the PURCHASER, who shall acquire good, free and marketable title to same;
 - b) Within the Territory, the Intellectual Property is free and clear of any and all liens, hypothecs, encumbrances, pledges, security interests, claims, charges or rights of any third party of any nature whatsoever. In the event that any of the Intellectual Property has been hypothecated, given as security or otherwise affected by the rights of any third party whatsoever, such hypothec, charges, rights or liens shall be satisfied from the proceeds of the purchase price and shall be radiated, settled, paid or struck forthwith. Where the proceeds of this sale are insufficient to satisfy such amounts, the VENDOR shall pay all amounts so owing to the complete exoneration of PURCHASER and shall obtain, within the Territory, the release and discharge of such securities forthwith;
 - c) the VENDOR has obtained all authorizations and consents necessary to conclude the present agreement and is fully entitled to sell, assign, make over and transfer all of the Intellectual Property enumerated herein to the PURCHASER;
 - d) the Intellectual Property sold herein or forming part hereof have not been modified, revoked, challenged, cancelled or varied by the VENDOR or by any person, entity or office (including any trademark agency or other similar intellectual property office authority), save and except for certain competing

applications for various "Eggspectations" trademarks made by Mr. Stephen D. Podd, which applications have been abandoned by the said applicant;

- e) all taxes, assessments, debts, fees, costs, disbursements, sales taxes and other amounts affecting and/or owing in connection with any of the Intellectual Property and/or with VENDOR's ownership of or income derived therefrom have been paid in full on or before the date hereof and if not, shall be paid from the proceeds hereof and where such proceeds are insufficient, shall be paid by VENDOR forthwith and to the complete exoneration of PURCHASER, without subrogation in favour of any third party;
 - f) the VENDOR shall execute forthwith upon request from PURCHASER, its attorneys and/or representatives, such further assignments, instruments or other documents or authorizations required in order to complete the sale and assignment of the Intellectual Property within the Territory to the PURCHASER as required by any governmental or regulatory office, agency, entity or corporation;
 - g) save and except as otherwise disclosed herein, there is no litigation, contestation nor proceedings before any court, commission or other administrative or regulatory authority pending, or to the knowledge of VENDOR threatened against or affecting any of the Intellectual Property being sold herein. In the event that any litigation, contestation proceeding or claim should result from any of VENDOR's acts or activities within the Territory and in connection with the Intellectual Property sold herein for any period prior to the date hereof, the VENDOR shall remain fully responsible therefore and shall keep the PURCHASER free and harmless from any costs, claims, fees (including judicial and extrajudicial costs and fees), judgments and/or decisions which may affect any of the Intellectual Property and shall forthwith assist the PURCHASER in contesting, defending or pursuing any such claim, litigation or proceeding, the whole at its sole cost and expense;
 - h) The VENDOR is a resident of Canada for the purposes of the Federal Act and the Quebec Act.
4. The PURCHASER hereby makes the following representations and extends the following warranties and covenants:
- a) The PURCHASER is a corporation incorporated under the laws of Quebec and is duly organized and validly existing thereunder;
 - b) All necessary corporate actions and proceedings have been taken to permit the execution of this Agreement;

FROM
'21/2004 10:07 FAX 5148446691(FBI) 6 4 04 13:27/ST. 13:22/NO. 4261521078 P 15
KOUNADIS FERREAU

. May. 11. 2004 9:32AM Eggs Intl

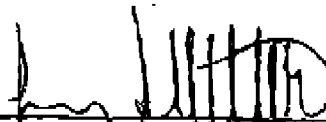
No. 2750 P. 5/7

- c) It shall not alter, discontinue, abandon, withdraw or sell the Intellectual Property to any person or entity without the prior written consent of the VENDOR, which consent will not be unreasonably withheld;
5. The PURCHASER shall take possession of the Intellectual Property sold herein and shall have the right to keep all revenues, royalties and other sums payable thereunder or resulting therefrom as and from the date hereof;
6. Upon the sale of the Intellectual Property described herein, the VENDOR hereby acknowledges and agrees that:
- a) save and except with the knowledge of and for the exclusive benefit of PURCHASER, it shall not, directly or indirectly, grant, use, register or attempt to grant, use and register any of the trade marks, names, logos, rights and other Intellectual Property sold to PURCHASER nor any trade marks, designs, names, logos, rights and other Intellectual Property similar in any way or manner to any of the marks, names, designs, logos, rights and other Intellectual Property sold herein within the Territory;
- b) it shall indemnify and save the PURCHASER, and its respective agents, officers, directors, shareholders and representatives free and harmless from any claim, amount, action or proceeding (including the cost of legal representation) in connection with any warranty or representation made to PURCHASER, and/or with any of the Intellectual Property sold herein and/or in respect of any matter, cause or claim originating in whole or in part prior to the date hereof in connection with the said Intellectual Property;
7. Notwithstanding the foregoing sale of the Intellectual Property and the representations and covenants contained herein in favour of the PURCHASER, the PURCHASER herein acknowledges and agrees that VENDOR shall be entitled to use, licence, register, hold, develop, convey or otherwise benefit from similar and/or identical trade marks, design marks, logos, trade names, licenses, copyright and application similar and/or identical to the Intellectual Property sold herein outside the Territory, the whole at VENDOR's discretion and without any recourse or impediment from PURCHASER, provided that VENDOR ensures that any such use, licence, registration, title or conveyance does not interfere with PURCHASER's rights hereunder within the Territory;
8. The representations and warranties contained herein shall survive the execution of the present Agreement and shall continue to remain in full force and effect;
9. The parties hereby undertake to sign any further instruments, applications, assignments and documents that may be necessary in order to give full effect to the foregoing;

- 10. The parties hereby declare that they have read the foregoing Memorandum of Agreement, and that it expresses their intentions and desires;
- 11. The parties hereby agree that the laws of the Province of Quebec shall apply to the interpretation of the present Agreement and any and all disputes arising hereunder shall be brought before the appropriate court for the District of Montreal, as the sole and only judicial forum having jurisdiction;
- 12. The present Agreement shall ensure to the benefit of and be binding upon the parties hereto, their assigns, transferees, representatives and successors;
- 13. The Parties declare that the present Agreement has been drafted in English at their request; les parties déclarent que la présente convention a été rédigée en anglais à la demande des parties.

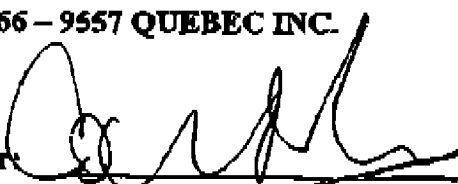
THE PARTIES HAVE SIGNED AT THE PLACE AND ON THE DATE HEREIN ABOVE FIRST INDICATED.

**EGGSPECTATIONS INTERNATIONAL
HOLDING CORPORATION INC. /
SOCIÉTÉ DE GESTION INTERNATIONALE
EGGSPECTATIONS INC.**

Per: 

JIMMY SKINDILAS
Duly authorized for these purposes
VENDOR

Witness

9066 - 9557 QUEBEC INC.
Per: 

ENZO RENDA
Duly authorized for these purposes
PURCHASER

Witness