

FROM DRINKER BIDDLE & REATH LLP

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SUBSTITUTE FORM PTO 1594  
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### 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): <b>Eggspectations Inc.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Other _____</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): <b>Eggspectations International Holding Corporation Inc./ Societe de Gestion Internationale Eggspectations Inc. 1074 Herri Street Montreal, Quebec</b></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  <small>(Designation must be a separate document from Assignment)</small>  Additional name(s) &amp; 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>May 10, 2000</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><b>Nancy Rubner Frandsen, Esq. Drinker Biddle &amp; Reath LLP One Logan Square 18<sup>th</sup> and Cherry Streets Philadelphia, PA 19103-6996</b></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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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 FRANDSEN                      *Nancy Frandsen*                      6/4/04  
Name of Person Signing                                      Signature                                      Date

Total number of pages including cover sheet, attachments and document: 10

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**

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**MEMORANDUM OF AGREEMENT OF PURCHASE AND SALE MADE AND ENTERED INTO AT THE CITY AND DISTRICT OF MONTREAL ON THIS 10 TH DAY OF MAY, 2000.**

**BY AND BETWEEN:**

**EGGSPECTATIONS INC.**, a body politic and corporate, duly incorporated according to law, having its principal place of business at 1074 Berri Street, Montreal, Quebec, herein represented by Mr. Jimmy Skindilias, duly authorized as he so declares,

(hereinafter referred to as the "VENDOR")

**-AND-**

**EGGSPECTATIONS INTERNATIONAL HOLDING CORPORATION INC./ SOCIÉTÉ DE GESTION INTERNATIONALE**  
**EGGSPECTATIONS INC.**, a body politic and corporate, duly incorporated according to law, having its head office and principal place of business at 1074 Berri Street, Montreal, Quebec, herein represented by Mr. ~~Jimmy Skindilias~~, duly authorized as he so declares, *Enzo Renda*.

(hereinafter referred to as the "PURCHASER")

**WHEREAS** the VENDOR is the owner of various trade names, logos, trademarks and trademark rights, as well as the grantor of various licenses pursuant to certain license and franchise agreements, the whole as enumerated more fully in Schedule "A" annexed hereto ("Assets"); and

**WHEREAS** the VENDOR wishes to sell the Assets and the PURCHASER wishes to purchase the same for a price equal to their fair market value; and

**WHEREAS** the parties hereto consider that the aggregate fair market value of the Assets is one million seven hundred thousand dollars (\$1,700,000.00); and

**WHEREAS** the parties hereto have determined that the aggregate "cost amount" (within the meaning of the Income Tax Act (Canada) (hereinafter referred to as the "Federal Act") and the Taxation Act (Quebec) (hereinafter referred to as the "Quebec Act")) of

the Assets for the VENDOR is one million seven hundred thousand dollars (\$1,700,000.00) (hereinafter referred to as the "Cost Amount"); and

**WHEREAS** the Parties intend that the Provisions of Subsection 85 (1) of the Federal Act and Section 518 of the Quebec Act shall apply to the sale and purchase of the Assets contemplated by this Agreement so that no tax liability shall result to the VENDOR in respect thereof and the parties shall file the appropriate forms.

**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 Assets, the fair market value of which the parties hereby deem to be one million seven hundred thousand dollars (\$1,700,000.00);
3. The consideration for the purchase and sale of the Assets is the sum of one million seven hundred thousand dollars (\$1,700,000.00) payable by the allotment and issuance by the PURCHASER to the VENDOR of one million seven hundred thousand (1,700,000) fully paid and non-assessable Class "H" preferred shares in the capital stock of the PURCHASER (the "Share Consideration"). The parties hereby agree that the aggregate amount of one million seven hundred thousand dollars (\$1,700,000.00) shall be credited to the stated capital account being maintained for such Class "H" preferred shares, subject to adjustments in accordance with paragraph 9 hereof, the whole in accordance with subsection 26(3) of the Canada Business Corporations Act. The said Class "H" preferred shares shall be redeemable at the option of the PURCHASER at an aggregate redemption price of one million seven hundred thousand dollars (\$1,700,000.00);
4. The VENDOR hereby acknowledges having received Share Certificate Number H-1 evidencing one million seven hundred thousand (1,700,000) Class "H" preferred shares received by it in the capital stock of the PURCHASER;
5. The VENDOR hereby makes the following representations and extends the following warranties and covenants, all of which are essential to this Agreement, without which this Agreement would not have been entered into:
  - a) The VENDOR is the absolute owner of the Assets and has the complete and exclusive right and authority to sell, transfer, assign and deliver the Assets to the PURCHASER, which shall acquire good, free and marketable title to the Assets;

- b) The Assets are free and clear from any and all liens, hypothecs, encumbrances, pledges, security interests, charges or rights of any third party of any nature whatsoever, save and except those enumerated in Schedule "B" annexed hereto;
  - c) The VENDOR is a resident of Canada for the purposes of the Federal Act and the Quebec Act.
6. 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 Canada and is duly organised and validly existing thereunder;
  - b) All necessary corporate actions and proceedings have been taken to permit the execution of this Agreement;
  - c) The Share Consideration has been validly allotted and issued and is registered in the name of the VENDOR;
  - d) The PURCHASER is a "taxable Canadian corporation" within the meaning of the Federal Act and the Quebec Act (the "Agreed Amount"), subject to adjustments in accordance with paragraph 9 hereof.
7. The representations and warranties contained herein shall survive the execution of the present Agreement and shall continue to remain in full force and effect;
8. The Parties hereby agree to jointly elect under the provisions of Subsection 85 (1) of the Federal Act (Canada) and Section 518 of the Quebec Act so that the VENDOR's proceeds of disposition of the Assets and the PURCHASER's cost of acquisition of the Assets shall be an amount equal to one million seven hundred thousand dollars (\$1,700,000.00);
9. It is the intention of the Parties that the Agreed Amount and the amount credited to the stated capital account being maintained for the Class "H" preferred shares of the PURCHASER be equal to the Cost Amount. Accordingly, in the event that the Minister should assert, directly or indirectly, assess or reassess either or both of the Parties or otherwise make a final determination on the basis that the Cost Amount is greater or less than the amount determined by the Parties (the "Ministerial Cost Amount"), then the Agreed Amount under paragraph 3 hereof and the amount credited to the stated capital account being maintained for the Class "H" preferred shares of the PURCHASER under the paragraph 4 hereof shall be increased or decreased, as the case may be, by the amount of such difference *ab initio*, and the Parties shall forthwith take all action as may be necessary to adjust the Agreed Amount for the purposes of either the Federal Act

or the Quebec Act or both, as the case may be, in accordance with the provisions of Article 9 hereof, including, without limitation, filing and refiling any and all amended tax election forms when and as required in accordance with the provisions of Article 9 hereof. In the event that the Parties do not agree with the Ministerial Cost Amount, then the Ministerial Cost Amount shall be deemed to equal the negotiated amount agreed to with the Minister or the amount determined by the final and non-appealable judgment of a competent Court or any other amount determined by the Parties. The Parties further agree to jointly make the necessary elections and to execute and file the prescribed Forms and any other documents required, pursuant to Section 85 of the Federal Act and Section 518, of the Quebec Act and any Regulations under the said acts;

10. The parties hereby undertake to sign any further documents that may be necessary in order to give full effect to the foregoing;
11. The Parties hereby declare that they have read the foregoing Memorandum of Agreement, and that it expresses their intentions and desires;
12. 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;
13. The present Agreement shall enure to the benefit of and be binding upon the parties hereto, their assigns, transferees and successors;
14. 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  
HEREINABOVE FIRST INDICATED.**

**EGGSPECTATIONS INC.**

Per:

  
**JIMMY SKINDIMAS**

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

Per:   
**ENZO RENDA**



**SCHEDULE "A"****ASSETS**

- 1) Eggspectation Canadian TMA 467,459
- 2) Eggspectation and Design Canadian TMA 449,090
- 3) Eggspectation and Design (Le Cirque des Oeufs Resto-Café) Pending Canadian Trade Mark Application file number: 1043674
- 4) Franchise Agreement between Eggspectations Inc. and 9076-3954 Quebec Inc. dated May 18, 1999, for the location situated at 1313 de Maisonneuve Street West, Montreal
- 5) Franchise Agreement between Eggspectations Inc. and 9075-3070 Quebec Inc. dated April 27, 1999, for the location situated at 198 Laurier Street West, Montreal
- 6) Franchise Agreement between Eggspectations Inc. and 9068-9068 Quebec Inc. dated April 20, 1999, for the location situated at 201 St-Jacques Street West, Montreal
- 7) Franchise Agreement between Eggspectations Inc. and 3633489 Canada Inc. dated September 15, 1999 for the location situated at Rockland Centre, 2305 Rockland Road, Store #120, Town of Mount Royal, Quebec.
- 8) License Agreement between Dorval Sunshine Management Inc. and Host International of Canada Ltd., dated March 17, 1997, which agreement was assigned to the VENDOR by way of Assignment of License Agreement dated June 23, 1999, duly executed by the VENDOR and Dorval Sunshine Management Inc.
- 9) Franchise Agreement between Eggspectations Inc. and 3479315 Canada Inc. dated July 31, 1998 for the location situated at 181 Bank Street, Ottawa, Ontario.
- 10) All rights, title and interests to such other trade marks and applications as Eggspectations may be the owner or applicant.



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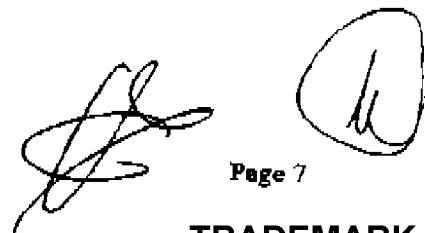
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REEL: 002865 FRAME: 0684

**SCHEDULE "B"**

**HYPOTHECS AND CHARGES AFFECTING ASSETS**

Movable Hypothec without delivery by the **VENDOR** in favour of Bank of Montreal granted July 12, 1999 and published under number 99-011294-0001, in respect of all royalties emanating from the operation of the Eggspectation location at Dorval Airport, under the terms of that certain License Agreement with Host International of Canada Ltd.





**EXTRACT OF THE RESOLUTIONS OF THE BOARD OF DIRECTORS OF  
EGGSPECTATIONS INC., PASSED ON THE 10<sup>TH</sup> DAY OF MAY, 2000**

**RESOLVED:**

1. **THAT** the Corporation sell and transfer to Eggspectations International Holding Corporation Inc./Société de Gestion Internationale Eggspectations Inc. (the "PURCHASER") all trade names, logos, trademarks, trademark rights, license and franchise agreements (the "Assets");
2. **THAT** the consideration for the sale of the said Assets be the sum of one million seven hundred thousand dollars (\$1,700,000.00) payable to the Corporation by the allotment and issuance to the Corporation of one million seven hundred thousand (1,700,000) fully paid and non-assessable Class "H" preferred shares in the capital stock of the PURCHASER having a redemption value of one million seven hundred thousand dollars (\$1,700,000.00) and that the PURCHASER shall credit the aggregate amount of one million seven hundred thousand dollars (\$1,700,000.00) to the stated capital account being maintained for such Class "H" preferred shares in accordance with subsection 26(3) of the Canada Business Corporations Act, the whole in accordance with the terms and conditions of a Memorandum of Agreement of Purchase and Sale, a draft of which was approved by the Directors;
3. **THAT** the Corporation elect jointly with the PURCHASER pursuant to the provisions of Subsection 85(1) of the Income Tax Act (Canada) and Section 518 of the Quebec Taxation Act and that the proceeds of disposition for the PURCHASER of the Assets sold be an amount equal to its adjusted cost base of the Assets;
4. **THAT** JIMMY SKINDILIAS, as a representative of the Corporation, be and he is hereby authorized for and on behalf of the Corporation to sign the Memorandum of Agreement of Purchase and Sale and such other documents as may be necessary or desirable and to consent and agree to such other terms and conditions as in his absolute discretion may appear advisable to give full force and effect to the foregoing.

**CERTIFIED TO BE A TRUE EXTRACT OF THE RESOLUTIONS OF THE  
BOARD OF DIRECTORS OF EGGSPECTATIONS INC. PASSED ON THE  
10<sup>TH</sup> DAY OF MAY, 2000**

  
**JIMMY SKINDILIAS,**  
Secretary

  
**TRADEMARK**

**EXTRACT OF THE RESOLUTIONS OF THE BOARD OF DIRECTORS OF  
EGGSPECTATIONS INTERNATIONAL HOLDING CORPORATION  
INC./SOCIÉTÉ DE GESTION INTERNATIONALE EGGSPECTATIONS INC.  
PASSED ON THE 10 TH DAY OF MAY, 2000**

**RESOLVED:**

1. **THAT** the Corporation purchase from Eggspectations Inc. (the "VENDOR") all trade names, logos, trademarks, trademark rights, license and franchise agreements (the "Assets");
2. **THAT** the consideration for the purchase of the said Assets is the sum of one million seven hundred thousand dollars (\$1,700,000.00) payable by the Corporation by the allotment and issuance to the VENDOR of one million seven hundred thousand (1,700,000) fully paid and non-assessable Class "H" preferred shares in the capital stock of the Corporation having a redemption value of one million seven hundred thousand dollars (\$1,700,000.00) and that the CORPORATION shall credit the aggregate amount of one million seven hundred thousand dollars (\$1,700,000.00) to the stated capital account being maintained for such Class "H" preferred shares in accordance with subsection 26(3) of the Canada Business Corporations Act, the whole in accordance with the terms and conditions of a Memorandum of Agreement of Purchase and Sale, a draft of which was approved by the Directors;
3. **THAT** the Corporation elect jointly with the VENDOR pursuant to the provisions of Subsection 85 (1) of the Income Tax Act (Canada) and Section 518 of the Quebec Taxation Act and that the Corporation's cost of the Assets purchased be an amount equal to the adjusted cost base of the Assets for the VENDOR;
4. **THAT** ENZO RENDA, as a representative of the Corporation, be and he is hereby authorized for and on behalf of the Corporation to sign the Memorandum of Agreement of Purchase and Sale and such other documents as may be necessary or desirable and to consent and agree to such other terms and conditions as in his absolute discretion may appear advisable to give full force and effect to the foregoing.

**CERTIFIED TO BE A TRUE EXTRACT OF THE RESOLUTIONS OF THE  
BOARD OF DIRECTORS OF EGGSPECTATIONS INTERNATIONAL  
HOLDING CORPORATION INC./SOCIÉTÉ DE GESTION INTERNATIONALE  
EGGSPECTATIONS INC., PASSED ON THE 10 TH DAY OF MAY, 2000.**

  
ENZO RENDA,  
Secretary



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