

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zoe's Kitchen Holding Company #2, Inc.	Zoe's Kitchen USA, Inc.	07/01/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	Zoe's Kitchen USA, LLC
<b>Street Address:</b>	2901 2nd Avenue South
<b>Internal Address:</b>	Suite 155
<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35233
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	76492522	EAT SMART. EAT FRESH.
Registration Number:	2783558	ZOE'S KITCHEN

CORRESPONDENCE DATA	
Fax Number:	(205)244-5714
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	205-458-5284
Email:	ivincent@burr.com
Correspondent Name:	India E. Vincent, Esq.
Address Line 1:	420 North 20th Street
Address Line 2:	Suite 3100
Address Line 4:	Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	12994-32
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NAME OF SUBMITTER:	India E. Vincent
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Total Attachments: 4

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**TRADEMARK  
 REEL: 002892 FRAME: 0157**

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## ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (the "Assignment"), is made and entered into as of the 1st day of July, 2004, by and between Zoë's Kitchen Holding Company #2, Inc. f/k/a Zoë's Kitchen USA, Inc., a Delaware corporation ("Zoë's") and Zoë's Kitchen USA, LLC ("Zoë's USA"), a Delaware limited liability company.

WHEREAS, Zoë's is the owner of and possesses the rights to the trade names, menus, recipes, business model, and other intellectual property as described in Exhibit A attached hereto and incorporated herein by reference (the "Zoë's System"); and

WHEREAS, Zoë's is a franchisor and has entered into franchise agreements with each of the franchisees listed in Exhibit B attached hereto and incorporated herein by reference (the "Franchise Agreements"); and

WHEREAS, Zoë's has entered into (1) license agreements with Zoë's Southwest, LLC granting Zoë's Southwest, LLC the right to use the Zoë's System in Arizona, Colorado, Northern California and Southern California and (2) a buy-sell agreement between Zoë's Southwest LLC, John M. Cassimus, Zoë's Kitchen Holding Company, LLC, Zoë's, and Lowrie & Hess, LLC (collectively, the "Zoë's Southwest Agreements"); and

WHEREAS, Zoë's has entered into license agreements with Zoë's Kitchen, Inc., with Zoë's Restaurants, LLC, with Zoë's Restaurants Nashville, LLC, with Zoë's Kitchen Crestline, LLC, and with APA Ventures, Inc. granting Zoë's Kitchen, Inc., Zoë's Restaurants, LLC, Zoë's Restaurants Nashville, LLC, Zoë's Kitchen Crestline, LLC, and APA Ventures, Inc. the right to use the Zoë's System (collectively, the "License Agreements"); and

WHEREAS, Zoë's has also entered into (i) a Lease Agreement, dated June 15, 2004 with Walker Properties, Ltd. (the "Corporate Office Lease") and (ii) Employment Agreements dated May 17, 2004 and June 1, 2004 with Kasey Burleson and Jennifer Norris, respectively (collectively, the "Employment Agreements"); and

WHEREAS, in exchange for the issuance of a 55% Membership Interest in Zoë's USA, Zoë's desires to assign, transfer and convey to Zoë's USA, the Zoë's System as well as Zoë's right, title, and interest in and to the Franchise Agreements; the Zoë's Southwest Agreements; the License Agreements; the Corporate Office Lease and the Employment Agreements; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

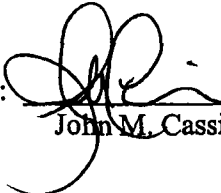
1. Assignment. Zoë's hereby assigns, transfers, sells, and conveys unto Zoë's USA, its successors and assigns, all right, title, and interest in and to (i) the Zoë's System, together with the goodwill of the business symbolized by the trademarks, service marks, and trade names which are a part of the Zoë's System, including, without limitation, the federal registration for the ZOE'S KITCHEN mark (U.S. Reg. No. 2,783,558) and the pending application for federal registration of the EAT SMART, EAT FRESH mark (U.S. Ser. No. 76/492,522); (ii) all right, title, and interest of Zoë's in and to the Franchise Agreements; (iii) all right, title, and interest of Zoë's in and to the Zoë's Southwest Agreements; (iv) all right, title, and interest of Zoë's in and to

the License Agreements; (v) all right title and interest of Zoë's in and to the Corporate Office Lease; and (vi) all right, title and interest of Zoë's in and to the Employment Agreements.


2. Assumption and Issuance of Membership Interest. In consideration for the assignments as set forth in Section 1 above, Zoë's USA agrees to assume all of the obligations of Zoë's under each of the Franchise Agreements; the Zoë's Southwest Agreements; the License Agreements; the Corporate Office Lease and the Employment Agreements. In addition, Zoë's hereby issues to Zoë's a 55% Membership Interest in Zoë's USA upon the terms and conditions of the Zoë's USA Operating Agreement dated the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ZOË'S KITCHEN HOLDING COMPANY #2, INC.  
F/K/A ZOË'S KITCHEN USA, INC.

By:   
John M. Cassimus, President

ZOË'S KITCHEN USA, LLC

By:   
John M. Cassimus, President & CEO

**EXHIBIT A**

**THE ZOË'S SYSTEM**

The Zoë's System consists of the business methods, know-how, and arrangements for developing, promoting, and operating a Zoë's Kitchen restaurant, including all registered and unregistered trademarks and service marks (including, but not limited to the federal service mark registration for ZOË'S KITCHEN (U.S. Reg. No. 2,783,558)), applications for registration of all such trademarks or service marks (including but not limited to the pending application to federally register the mark EAT SMART. EAT FRESH. (U.S. Serial No. 76/492,522)), trade names and logos associated therewith; the look and feel of the restaurant; standards and procedures for operations; recipes; menus; and advertising and promotional programs, as such may be improved or modified from time to time.

**EXHIBIT B**

**FRANCHISE AGREEMENTS**

Memphis  
Tuscaloosa  
Montgomery  
Destin