

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bistro Soups, Ltd.		11/12/2004	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Vienna Beef Ltd.		
Street Address:	2501 North Damen Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60647		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1448725	BISTRO-SOUPS	
CORRESPONDENCE DATA			
Fax Number:	(312)984-3220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3126297370		
Email:	gretchen.schilling@bfkpn.com		
Correspondent Name:	Malcolm McCaleb, Jr.		
Address Line 1:	333 West Wacker, Suite 2700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	VIEN046		
NAME OF SUBMITTER:	Malcolm McCaleb, Jr.		
Total Attachments: 1 source=BISTRO_S#page1.tif			

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Bistro Soups, Ltd., an Illinois corporation having its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647, USA ("Assignor"), is the sole and exclusive owner of the trademark BISTRO-SOUPS and U.S. Registration No. 1,448,725 thereof.

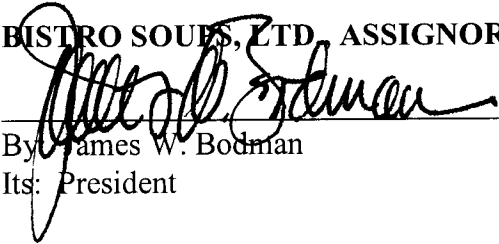
WHEREAS, Vienna Beef Ltd., an Illinois corporation, having its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647, USA ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said trademark and any registrations and applications for registration thereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in, to and under said trademark and any registrations and applications for registration thereof ("Trademarks"), together with the entire business and goodwill of the business associated with and symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

AND, said Assignor hereby covenants that it has full right to convey the entire interest herein assigned, along with that portion of its business which has developed the goods to which the Trademarks pertain.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officer thereunto duly authorized, this 12th day of November, 2004, nunc pro tunc January 2, 2004.

BISTRO SOUPS, LTD. ASSIGNOR


By: James W. Bodman
Its: President