

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/24/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ASTRO PIZZA LTD., INC.		01/24/2005	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	ROMA FOOD ENTERPRISES, INC.
Street Address:	ONE ROMA BOULEVARD
City:	PISCATAWAY
State/Country:	NEW JERSEY
Postal Code:	08054
Entity Type:	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1468563	ASTRO PIZZA
Registration Number:	1534533	ASTRO
Registration Number:	1469430	ASTROPIZZA
Registration Number:	1450071	ASTRO
Registration Number:	1429468	ASTRO
Registration Number:	1533501	ASTRO

**CORRESPONDENCE DATA**

Fax Number: (215)979-1020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 1215-979-1282  
 Email: Lfgould@duanemorris.com  
 Correspondent Name: LEWIS F. GOULD, JR.  
 Address Line 1: ONE LIBERTY PLACE

CH \$165.00 1468563

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:

LEWIS F. GOULD, JR.

Signature:

/S/

Date:

01/25/2005

Total Attachments: 4

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### TRADEMARK ASSIGNMENT

This Assignment, effective January \_\_\_\_, 2005, between the undersigned, Astro Pizza Ltd., Inc., (the "Assignor") a New Jersey corporation, with its principal place of business located at One Roma Boulevard, Piscataway, New Jersey, 08054, and Roma Food Enterprises, Inc., a New Jersey corporation, with its principal place of business located at One Roma Boulevard, Piscataway, New Jersey, 08054 (the "Assignee"), transfers and assigns from Assignor to Assignee, all right, title, and interest in and to the marks, and Federal registrations for such marks, as described in Schedule A and Schedule B attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademarks").

The Assignor does hereby assign unto the Assignee, all of its right, title, and interest in and to the Trademarks, free and clear of all liens and encumbrances, together with all of the goodwill of the entire business associated with and symbolized by such Trademarks, the registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office.

After execution of this Trademark Assignment, at the request of the Assignee and at the Assignor's expense, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

ASTRO PIZZA LTD., INC.

By: 

Name: Louis G. Piancone

Title: President

**SCHEDULE A****FEDERAL REGISTRATIONS**

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
1,468,563	ASTRO PIZZA and design	12/08/1987
1,534,533	ASTRO and design	04/11/1989
1,469,430	ASTRO PIZZA and design	12/15/1987
1,450,071	ASTRO	07/28/1987
1,429,468	ASTRO	02/17/1987
1,533,501	ASTRO	04/04/1989

**SCHEDULE B**

**COMMON LAW MARKS**

ASTRO

ASTRO PIZZA and design

ASTRO and design

ASTRO PIZZA and design

B-1