

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Steak-umm Company, LLC		03/25/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Steak-umm Acquisition Company, Inc.
Street Address:	153 Searles Road
City:	Pomfret Center
State/Country:	CONNECTICUT
Postal Code:	06259
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1033176	STEAK-UMM
Registration Number:	1116446	STEAK-UMM
Registration Number:	1581762	SPARE THE RIBS
Registration Number:	2107302	RED L
Registration Number:	2290626	EMMA'S KITCHEN
Registration Number:	2375933	STEAK-UMM
Registration Number:	2480792	STEAK-UMM STEAK WRAPS
Registration Number:	2792696	STEAK-UMM WRAPS TO GO
Serial Number:	76486544	WRAPS TO GO
Serial Number:	76498615	SANDWICH TO GO

CORRESPONDENCE DATA

Fax Number: (312)521-2324
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 1033176

Phone: 312-521-2424
Email: dliutikas@muchshelist.com
Correspondent Name: Daniel Liutikas, Much Shelist
Address Line 1: 191 N. Wacker Drive, Suite 1800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Daniel Liutikas
Signature:	/Daniel Liutikas/
Date:	01/28/2005

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Assignment**") dated as of March ~~25~~, 2004 is made by and between The Steak-umm Company, LLC, a Delaware limited liability company ("**Assignor**"), and The Steak-umm Acquisition Company, Inc., a Delaware corporation ("**Assignee**"), pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of the date hereof ("**Agreement**"). Capitalized terms not defined herein shall have the meanings assigned thereto in the Agreement.

RECITALS

A. Pursuant to the Agreement, Assignor agreed to transfer to Assignee all of Assignor's right, title and interest to all rights arising out or relating to any patent, copyright or trademark matters relating to contracts, agreements, licenses or other commitments, written or oral and all goodwill associated therewith comprising a part of the Assets and/or necessary to operate Seller's business, including any other rights listed on Section 3.10 to the Agreement which is attached hereto as Exhibit A (the "**Intellectual Property**").

B. Assignor is the owner of all right, title and interest in and to the Intellectual Property.

C. Assignor now desires to transfer to Assignee all its rights, titles and interests in the Intellectual Property.

CLAUSES

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Intellectual Property to Assignee.

2. Grant of Rights to Intellectual Property. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) the right to file and register the Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Intellectual Property.

3. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Intellectual Property. Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Assignee.

5. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

7. Complete Understanding. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

8. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such

right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.


10. Applicable Law. The laws of the State of Delaware shall govern the interpretation of this Assignment, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

11. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

The parties have executed this Assignment as of the day and year first above written.

THE STEAK-UMM COMPANY, LLC
A Delaware limited liability company

THE STEAK-UMM ACQUISITION
COMPANY, INC.
a Delaware corporation

By: 
Its: President

By: _____
Its: _____

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THE STEAK-UMM COMPANY, LLC
A Delaware limited liability company

By: _____
Its: _____

THE STEAK-UMM ACQUISITION
COMPANY, INC.
a Delaware corporation

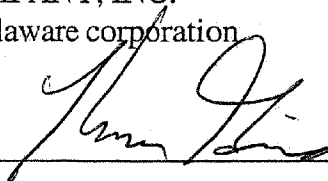
By:  _____
Its: _____

EXHIBIT A

Intellectual Property

TRADEMARKS

I. UNITED STATES

A. U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE
1. STEAK-UMM	1,033,176	02/10/1976
2. STEAK-UMM	1,116,446	04/19/1979
3. SPARE THE RIBS	1,581,762	02/06/1990
4. RED-L AND DESIGN	2,107,302	10/21/1997
5. EMMA'S KITCHEN	2,290,626	11/02/1999
6. STEAK-UMM	2,375,933	08/08/2000
7. STEAK-UMM STEAK WRAPS	2,480,792	08/21/2002
8. STEAK-UMM WRAPS TO GO	2,792,696	12/09/2003

B. U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE
1. WRAPS TO GO	76/486,544	01/31/2003
2. SANDWICH TO GO	76/498,615	03/19/2003

II. FOREIGN

A. FOREIGN TRADEMARK REGISTRATIONS

1. CANADA

MARK	REGISTRATION NO.	REGISTRATION DATE
1. STEAK-UMM	244,582	05/09/1980
2. HANDYBURGERS	250,027	08/29/1980

MARK	REGISTRATION NO.	REGISTRATION DATE
3. TABLE TREATS	250,028	08/29/1980
4. STEAK-UMM	294,151	08/17/1984
5. SPARE THE RIBS	383,646	04/26/1991

2. AUSTRALIA

MARK	REGISTRATION NO.	REGISTRATION DATE
1. STEAK-UMM	B296,473	

PATENTS

I. UNITED STATES

A. U.S. ISSUED PATENTS

1. U.S. Patent No. 4,728,524 issued 03/01/1988 entitled
"RESTRUCTURED MEAT PRODUCTS AND METHODS"

B. U.S. PATENT APPLICATIONS

1. U.S. Patent Application /Serial No. 10/305,732 filed 11/25/2002
for "HANDHELD SANDWICH PACKAGE"

II. FOREIGN

A. FOREIGN ISSUED PATENTS

1. Canadian Patent No. 1,240,198, issued 08/09/1988 for
"RESTRUCTURED MEAT PRODUCTS AND METHODS"
2. New Zealand Patent No. 211.654, issued 07/15/1987 for
"RESTRUCTURED MEAT PRODUCTS AND METHODS"

D. WEBSITE

<http://www.steak-umm.com>