

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Air Culinaire Corporation
805 South 20th Street
Arlington, Virginia 22202

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Virginia
 Other _____

Citizenship (see guidelines) _____

Execution Date(s) as of January 1, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Air Chef Holdings, LLC

Internal
Address: Suite 200

Street Address: 37 E. Wilson Bridge Road

City: Worthington

State: Ohio

Country: U.S.A. Zip: 43085

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other / limited liability company-Delaware
Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,666,346

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Martin P. Michael, Esq.

Internal Address: Sonnenschein Nath
& Rosenthal LLP

Street Address: P. O. Box 061080
Wacker Drive Station-Sears Tower

City: Chicago

State: Illinois Zip: 60606-1080

Phone Number: 212-398-5280

Fax Number: 212-768-6800

Email Address: mmichael@sonnenschein.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 193140
Authorized User Name Roselia F. Maitland

9. Signature:

Roselia F. Maitland
Signature
Roselia F. Maitland

February 4, 2005

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated as of January 1, 2005 between Air Culinare Corporation, a Virginia corporation, having its principal offices at 805 South 20th Street, Arlington, VA 22202 (the "Assignor"), and Air Chef Holdings, LLC, a Delaware Limited Liability Company, having its principal offices at 37 E. Wilson Bridge Road, Suite 200 Worthington, OH 43085, (the "Assignee").

WHEREAS, Assignor has adopted, used and is using the marks listed on Schedule A hereto (the "Marks"); and

WHEREAS, Pursuant to the Asset Purchase Agreement, dated as of the date hereof, between the Assignor and the Assignee, the Assignor agreed to sell, assign and transfer to Assignee and the Assignee agreed to acquire certain assets from Assignor including all right, title and interest of Assignor in and of the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, and Assignee hereby assumes, all of Assignee's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark registrations and applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that exist or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Marks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

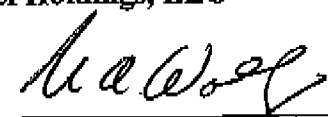
Assignor:

Air Culinaire Corporation

By: 
Name: *Guy C. Smith*
Title: *President*

Assignee:

Air Chef Holdings, LLC

By: 
Name: Mark A. Wolfington
Title: Chief Financial Officer

SCHEDULE A

Country	Trademark	Registration Number	Registration Date	Description
USA	Air Culinaire – “Celebrating Food in Flight”	2666346	December 24, 2002	Design plus words and letters. IC 043. US 100 101. G&S: Catering services, namely, providing catering services to airplane passengers and airplane operators.