

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
De-BARBEQUE, INC.		12/20/2004	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	J & B Wholesale Distributing, Inc.		
Street Address:	13200 43rd Street NE		
Internal Address:	Box 212		
City:	St. Michael		
State/Country:	MINNESOTA		
Postal Code:	55376		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2672984	THE BARE NAKED RIB COMPANY	
Registration Number:	2717890	DE BARBEQUE	
CORRESPONDENCE DATA			
Fax Number:	(612)339-6686		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-347-0443		
Email:	ipmsd@moss-barnett.com		
Correspondent Name:	Marsha Stolt, Esq.		
Address Line 1:	90 So. Seventh St.		
Address Line 2:	4800 Wells Fargo Ctr		
Address Line 4:	Minneapolis, MINNESOTA 55402-4129		
NAME OF SUBMITTER:	Marsha Stolt, Esq.		
Signature:	/marshastolt/		

CH \$65.00 2672984

Date:

03/03/2005

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment, having an effective date of December 20, 2004, is made by and between De-BARBEQUE, INC. and J&B Wholesale Distributing, Inc.

WHEREAS, *De-BARBEQUE, INC.*, a Minnesota corporation ("Assignor"), having a registered office and principal place of business at 80 Third Street South, Montrose, Minnesota, 55363, has adopted and used the following Marks registered in the U.S. Patent and Trademark Office:

THE BARE NAKED RIB COMPANY, Reg. No. 2,672,984 issued January 7, 2003

DE BARBEQUE, Reg. No. 2,717,890 issued May 20, 2003

and

WHEREAS, *J&B Wholesale Distributing, Inc.*, a Minnesota corporation ("Assignee"), having a registered office at 13200 43rd Street NE, St Michael, Minnesota 55376, desires to acquire the Assignor's entire right, title and interest in the trademarks, including any pending applications or registrations therefore.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignees, its successors and assigns all right, title and interest in and to the Marks together with the good will of the business symbolized by the Marks, and all registrations that have or shall issue in connection with the Marks, including any applications pending for registration of the Marks. Assignor further sells, assigns and transfers unto Assignee its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

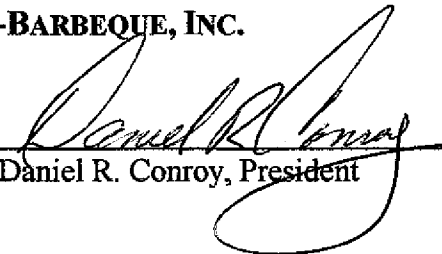
This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument as set forth below.

DE-BARBEQUE, INC.

Dated: December 10, 2004.

By


Daniel R. Conroy, President