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02-09-2005

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cecil Saydah Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other California corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 8/5/04

2. Name and address of receiving party(ies)

Name: Credit Managers Association of CA

Internal Address: 40 East Verdugo Avenue

Street Address:

City: Burbank State: CA Zip: 91502

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California Other

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/459,765

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Robert L. Handler

Internal Address: Ezra Brutzkus Gubner, LLP

Street Address: First Financial Plaza 16830 Ventura Boulevard, Suite 310

City: Encino State: CA Zip: 91436

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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DO NOT USE THIS SPACE

9. Signature.

Robert L. Handler

Name of Person Signing

Signature

1/28/05

Date

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

02/08/2005 DBYRME 00000121 76459763

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 003117 FRAME: 0504

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT effective as of this 5<sup>th</sup> day of August, 2004 (the "Effective Date"), between Cecil Saydah Company, a corporation existing and organized under the laws of the state of California (hereinafter "Saydah"), and Credit Mangers Association of California, doing business as CMA Business Credit Services, a corporation existing and organized under the laws of the State of California, in its sole and limited capacity as assignee for the benefit of creditors of Saydah (hereinafter "CMA").

WHEREAS, Saydah has adopted, used and is using a mark and applied for registration of the same in the United States Patent and Trademark Office, as identified in Schedule A hereto;

WHEREAS, Saydah is the owner of all right, title and interest in and to said mark and registration;

WHEREAS, Saydah, by resolution of its Board of Directors, made an assignment for the benefit of creditors under California law in favor of CMA, in its sole and limited capacity as assignee for the benefit of creditors of Saydah (the "General Assignment"). Pursuant to the General Assignment, Saydah has transferred ownership of all of its right, title and interest in and to its tangible and intangible assets (the "Assets") to CMA, and in so doing, has also designated CMA to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Saydah.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

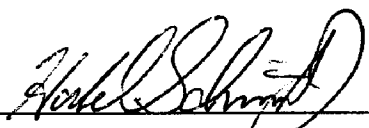
Saydah hereby conveys, assigns and transfers unto CMA its entire right, title and interest in and to the mark identified in Schedule A hereto (the "Mark"), and the United States Trademark Application therefor identified in Schedule A hereto (the "Application"), together with that portion of the business associated with, and the goodwill of the business symbolized by, the Mark and the Application.

Upon CMA's request, Saydah will execute and deliver all further instruments of conveyance, assignment and transfer and take all other action that CMA reasonably may require to more effectively convey and transfer to CMA the Mark and the Application, including but not limited to any and all documents which may be required by the United States Trademark Office to perfect the conveyance, assignment and transfer of the Mark and Application to CMA.

This Trademark Assignment Agreement shall inure to the benefit of CMA and its successors and assigns and shall be binding upon Saydah and his heirs, legal representatives and assigns. If any provision hereof shall be finally determined to be invalid or unenforceable, such provision shall be deemed to be stricken from this Assignment and the remainder hereof shall remain in full force and effect.

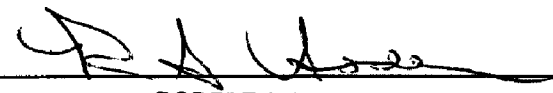
ASSIGNOR:

**Cecil Saydah Company**

By:   
Name: HAROLD SCHMIDT  
Title: PRES  
Date: 11/0/05

ASSIGNEE:

**Credit Managers Association of California**  
doing business as CMA Business Credit Services,  
in its sole and limited capacity as Assignee for the  
Benefit of Creditors of Cecil Saydah Company

By:   
Name: ROBERT J. HODER, SECRETARY  
Title: \_\_\_\_\_  
Date: 11/0/05

**SCHEDULE A**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
THE CHEF'S PANTRY	76/459,765	October 21, 2002