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

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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) 76/459,766

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

1/29/05

Date

Total number of pages including cover sheet, attachments, and document: 3

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Mail documents to be recorded with required cover sheet information to: 40.00 DP Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 003118 FRAME: 0621

# TRADEMARK ASSIGNMENT AGREEMENT

This AGREEMENT made as of this 5th day of August, 2004, between Cecil Saydah Company, a corporation existing and organized under the laws of the State of California (hereinafter "Saydah"), and Credit Managers 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 the creditors of Saydah (hereinafter "CMA").

WHEREAS, Saydah has intended to use the following Trademark in commerce and has filed an application indicating that intention, but has not yet filed an allegation of use under §§1(c) or 1(d) in the United States Patent and Trademark Office:

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>FILED</u>
THE CHEF'S PANTRY	76/459,766	October 21, 2002

WHEREAS, Saydah, is the assigning the Trademark in the above-identified application as part of the entire business, or portion thereof, to which the above referenced Trademark pertains as required by 15 U.S.C. §1060;

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 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:


Saydah hereby assigns unto CMA its entire right, title and interest in and to said Trademark, together with the goodwill of the business symbolized by said Trademark and the pending application thereof.

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 Trademark, including any and all documents which may be required by the United States Trademark Office to perfect the conveyance, assignment and transfer of said Trademark to CMA.

This Assignment shall inure to the benefit of CMA and its successors and assigns and shall be binding upon Saydah and its 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 SCHREIBERHOLT  
Title: PRES.  
Date: 1-10-05

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: 1/10/05