

2/18/05  
**TRADEMARK**

REC'D

02-25-2005



ONLY

Docket No.:

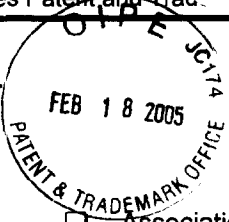
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original documents or copy thereof.

1. Name of conveying party(ies):

World's Best Cheesecake, Inc.



- Individual(s)
- General Partnership
- Corporation-State Virginia
- Other

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: Daystar Cheesecake, LLC

Internal Address: 10440 Leadbetter Road

Street Address:

City: Ashland State: VA ZIP: 23005

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Virginia Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 12, 2004

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

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2,804,725

Additional numbers

Yes  No

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

Name: Edward J. Kondracki

Internal Address: Miles & Stockbridge

Street Address: 1751 Pinnacle Drive, Suite 500

City: McLean State: VA ZIP: 22102

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:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward J. Kondracki

Name of Person Signing

Signature

February 17, 2005

Date

02/25/2005 DBYRNE 00000065 2804725 Total number of pages including cover sheet, attachments, and

3

01 FC:8521

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
REEL: 003127 FRAME: 0858

## ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Agreement") is made as of the 12th day of May, 2004, by and between WORLD'S BEST CHEESECAKE, INC., a Virginia corporation (the "Assignor"), and DAYSTAR CHEESECAKE, LLC, a Virginia limited liability company (the "Assignee"), and provides as follows:

### RECITALS

A. Assignor has adopted and currently is using the trademark "WORLD'S BEST CHEESECAKE" and associated design (the "Mark"); and

B. Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of May 12, 2004 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee all of such assets.

C. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's Mark.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties further agree as follows:

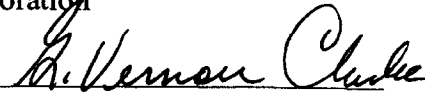
1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, whether arising prior to or subsequent to the date of this Agreement, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Agreement not been made. This assignment and transfer of the Mark by Assignor to Assignee shall be effective as of May 12, 2004.

2. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without giving effect to the principles of conflicts of laws thereof.

Signature page to Assignment of Trademark Agreement.

ASSIGNOR:

**WORLD'S BEST CHEESECAKE, INC.,**  
a Virginia corporation

By:   
G. Vernon Clarke, President

ASSIGNEE:

**DAYSTAR CHEESECAKE, LLC,**  
a Virginia limited liability company

By:   
Russell B. Cobb, Manager

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