

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eggceptional Concepts, Inc.		10/06/2005	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E&I Holdings, Inc.		
<b>Street Address:</b>	10299 Tradition Lane		
<b>City:</b>	Lone Tree		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80124		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2130580	THE EGG & I	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(720)406-5301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	720-406-5300		
<b>Email:</b>	boxip@hhlaw.com, jcschubert@hhlaw.com		
<b>Correspondent Name:</b>	Patrick K. Perrin		
<b>Address Line 1:</b>	8300 Greensboro Drive, Suite 1100		
<b>Address Line 2:</b>	Box Intellectual Property		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	24386.0002		
<b>NAME OF SUBMITTER:</b>	Patrick K. Perrin		
<b>Signature:</b>	/pkp/		
<b>Date:</b>	11/15/2005		

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Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is entered into this 6<sup>th</sup> day of October, 2005 by and between Eggeptional Concepts, Inc., a Colorado corporation with offices located at 2550 Stover Street, Suite B101, Fort Collins, CO 80525 ("Assignor") and E&I Holdings, Inc., a Colorado corporation with offices located at 10299 Tradition Lane, Lone Tree, Colorado 80124 ("Assignee").

WHEREAS, Assignor is the owner of a federal trademark registration of the mark THE EGG & I (and design) for restaurant services, Registration No. 2,130,580 (the "Mark"); and

WHEREAS, Assignee desires to acquire from Assignor all right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, and Assignor desires to assign the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Assignee's payment to Assignor of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including all federal and state trademark registrations and applications therefor. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Mark.
2. Assignor shall make no further use of the Mark on or in connection with any goods or services that may be likely to be confused with the use of the Mark on or in connection with restaurant services (except to the extent explicitly permitted under separate agreement between Assignor and Assignee), nor shall Assignor challenge Assignee's use of the Mark either before or after the date of this Agreement.
3. Assignor represents and warrants that it owns all right, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including the federal registration therefor, free and clear of all claims, liens and encumbrances.
4. In order to establish Assignee's ownership of the Mark, Assignor shall execute and deliver to Assignee the Trademark Assignment attached hereto as Exhibit A. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Mark and any and all federal and state registrations thereof or applications therefor, and to assist Assignee in exercising all rights with respect thereto.

5. Assignee, at its own cost and expense, shall file the fully executed Trademark Assignment attached hereto with the United States Patent and Trademark Office.

6. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Eggceptional Concepts, Inc.

By:

Rayno Seaser

Name

Rayno Seaser

Title:

President

ASSIGNEE:

E&I Holdings, Inc.

By:

William H. Baumhauer

Name:

William H. Baumhauer

Title:

Chief Executive Officer

Exhibit A

**IN THE UNITED STATES TRADEMARK OFFICE**

Mark: THE EGG & I (with design)  
Registration Number: 2,130,580

**TRADEMARK ASSIGNMENT**

WHEREAS, Eggeptional Concepts, Inc., a Colorado corporation, with offices located at 2550 Stover Street, Suite B101, Fort Collins, CO 80525 (the "Assignor"), owns the federal trademark registration of the mark "THE EGG & I (and design)," which is registered in the United States Patent and Trademark Office, Registration No. 2,130,580 dated January 20, 1998 (the "Mark").

WHEREAS, E&I Holdings, Inc., a Colorado corporation, with offices located at 10299 Tradition Lane, Lone Tree, Colorado 80124 ("Assignee"), desires to acquire all right, title and interest in and to the Mark, including the registration thereof.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the right to sue and collect damages and/or profits for past and present infringements of the Mark.

10-6-05  
Date

Eggeptional Concepts, Inc.

By: Rayno Seaser

Name: Rayno Seaser

Title: President

WHS