

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRANNY'S DELICATESSEN, LLC		11/04/2005	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	LANDSHIRE, INC.		
Street Address:	9200 West Main Street		
Internal Address:	Suite One		
City:	Belleville		
State/Country:	ILLINOIS		
Postal Code:	62223-1791		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76049400	LANDSHIRE	
CORRESPONDENCE DATA			
Fax Number:	(314)345-4704		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-241-9090		
Email:	dtb@greensfelder.com		
Correspondent Name:	Greensfelder, Hemker & Gale, P.C.		
Address Line 1:	10 S. Broadway		
Address Line 2:	2000 Equitable Building		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	LANDSHIRE		
NAME OF SUBMITTER:	Donald J. Fitzpatrick		
Signature:	/donald j. fitzpatrick/		

CH \$40.00 76049400

Date:

01/04/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT, effective as of the 4th day of November, 2005, is made by and between GRANNY'S DELICATESSEN, LLC, an Illinois limited liability company with its principal office at 12701 Barrow Lane, Plainfield, Illinois 60544 ("Assignor"), and LANDSHIRE, INC., an Illinois corporation, with its principal office at 9200 West Main Street, Suite One, Belleville, Illinois 62223-1791 ("Assignee").

WHEREAS, Assignor is a party to an Asset Sale Agreement dated 11-4-05 2005, pursuant to which Assignor agrees to sell, transfer and assign to Assignee or its designees all right, title and interest in and to Assignor's trademark LANDSHIRE (the "Unregistered Mark") used by Assignor in the geographic area consisting of a portion of the State of Wisconsin including the cities of Madison, Greenbay, Milwaukee, Janesville, and Muskego and the northern portion of the State of Illinois (the "Territory") for the sale of sandwiches.

WHEREAS, Assignor has no right, title or interest in the trademark LANDSHIRE outside of the Territory.

WHEREAS, Assignor's Unregistered Mark is not registered by Assignor with United States Patent and Trademark Office or the Secretary of State of any state and no applications for registration are currently pending with the United States Patent and Trademark Office or the Secretary of State of any state.

WHEREAS, Assignor represents, warrants and covenants that it is the sole and exclusive claimant and owner of the entire right, title and interest in the Unregistered Mark and associated goodwill in the Territory and that the Unregistered Mark is free and clear of any and all liens, encumbrances, mortgages and claims and there are no restrictions on the direct or indirect transfer thereof.

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Unregistered Mark used in the Territory together with the goodwill of the business in connection with which the Unregistered Mark is used and which is symbolized by the Unregistered Mark, along with the right to sue and recover damages and profits for past infringements thereof.

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in the Unregistered Mark together with the goodwill of the business in connection with which the Unregistered Mark is used in the Territory and which is symbolized by the Unregistered Mark, along with the right to sue and recover damages and profits for past infringement thereof.

NOW THEREFORE, for all good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Unregistered Mark in the Territory together with all of the goodwill of the business in connection with which the Unregistered Mark is used and which is symbolized by the Unregistered Mark, along with the right to sue and recover damages and profits for past infringement thereof.

The rights transferred and conveyed to Assignee, its successor and assigns, are to have and to hold as fully and entirely as the same would have been held and enjoyed by Assignor had not this transfer and assignment been made.

The rights transferred and conveyed to the Assignee hereunder shall include, but shall not be limited to, all right, title and interest of the Assignor in, to and under all licenses, agreements, contracts, leases or other documents to which the Assignor is a party or third party beneficiary which pertain, directly or indirectly, to the Unregistered Mark.

Except with the prior written authorization of Assignee, Assignor shall not adopt or use any mark or name which is the same or confusingly similar to the Unregistered Mark, or which tends to dilute its distinctiveness.

Assignor covenants and agrees that it will, whenever so required by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor. If called upon to render assistance to Assignee pursuant to this provision, Assignor shall be entitled to fair and reasonable compensation and reimbursement for its expenses.

GRANNY'S DELICATESSEN, LLC

Date: 11-4-05

By: [Signature]
Name: _____
Title: MANAGING MEMBER

On this 4 day of November, 2005, before me personally appeared Rodney Bell, to me personally known, who, being by me duly sworn, did say that he is the person who signed the foregoing instrument, and acknowledged that said instrument was signed as his free act and deed.

Subscribed and sworn before me this 4th day of November, 2005.

[Signature: Dorothy J. Barton]
Notary Public

My Term Expires:

4-2-09

