TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security - First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hot Stuff Foods, LLC		02/02/2006	LIMITED LIABILITY COMPANY: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	Allied Capital Corporation
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 116

Property Type	Number	Word Mark
Serial Number:	75766061	9-STAR
Serial Number:	76014477	9-STAR SYSTEM
Serial Number:	74685061	ANYTIME'S A GREAT TIME FOR HOT STUFF!
Serial Number:	74648802	ANYTIME'S A GREAT TIME FOR READING!
Serial Number:	75366725	ASIAN CREATIONS
Serial Number:	78326289	BIG WEDGE
Serial Number:	75718157	CHIX CHICKEN
Serial Number:	75712405	CHIX CHICKEN
Serial Number:	75467752	CHIX THE CHICKEN STATION
Serial Number:	75148070	CINNAMON STREET
Serial Number:	75208711	CINNAMON STREET
Serial Number:	75224827	CINNAMON STREET
Serial Number:	74545302	CINNAMON STREET BAKERY

CH $2915.00 75766061

Serial Number:	76073338	
Serial Number:	75459519	CINNOBABIES
Serial Number:	78389346	C-STREET BAKERY
Serial Number:	78389521	C-STREET BAKERY
Serial Number:	78389364	C-STREET CAFE
Serial Number:	78389524	C-STREET CAFE
Serial Number:	78481518	C-STREET GRILLE
Serial Number:	78646185	C-STREET GRILLE
Serial Number:	74313455	EDDIE PEPPERS
Serial Number:	78268800	FIRERITO
Serial Number:	74702779	FRESH SUBS, MADE-TO-ORDER...FAST!
Serial Number:	78473555	GOOD TO GO
Serial Number:	78703226	GOOD TO GO EATS
Serial Number:	75759320	GRAHAM'S GRILL
Serial Number:	78740001	GRIPPER PIZZA
Serial Number:	78281235	HEAVENLY CINNAMON ROLLS
Serial Number:	76022224	HOT GRIP
Serial Number:	78673287	HOT SNAXX
Serial Number:	73648452	HOT STUFF
Serial Number:	73215014	HOT STUFF
Serial Number:	76031566	HOT STUFF
Serial Number:	78214004	HOT STUFF
Serial Number:	73647127	HOT STUFF
Serial Number:	78278149	HOT STUFF FOOD ON THE GO
Serial Number:	78302143	HOT STUFF FOOD ON THE GO
Serial Number:	78310385	HOT STUFF FOOD ON THE GO
Serial Number:	78344455	HOT STUFF FOOD XPRESS
Serial Number:	78352878	HOT STUFF FOOD XPRESS
Serial Number:	78560955	HOT STUFF FOODS
Serial Number:	78560980	HOT STUFF FOODS
Serial Number:	78563425	HOT STUFF FOODS
Serial Number:	78563403	HOT STUFF FOODS
Serial Number:	78563379	HOT STUFF FOODS CREATING VALUE...EVERY DAY!
Serial Number:	78560971	HOT STUFF FOODS CREATING VALUE...EVERY DAY!
Serial Number:	78569238	HOT STUFF FOODS MARKET SELECTS

Serial Number:	78666283	HOT STUFF FOODS PALM PIZZA
Serial Number:	78741615	HOT STUFF GRILL
Serial Number:	78320349	HOT STUFF GRILLE
Serial Number:	74502311	HOT STUFF PIZZA
Serial Number:	74502312	HOT STUFF PIZZA
Serial Number:	74689002	HOT STUFF PIZZA
Serial Number:	78417478	HOT STUFF PIZZA
Serial Number:	74015700	HOT STUFF PIZZERIA
Serial Number:	73808817	HOT STUFF PIZZERIA
Serial Number:	74113285	HOT STUFF PIZZERIA
Serial Number:	73754026	HOT STUFF PIZZERIA DELI & BAKERY
Serial Number:	78268846	HOT STUFFERZ
Serial Number:	78674214	I CAN TASTE MY SANDWICH
Serial Number:	74413799	JOEY PAGODA'S ORIENTAL EXPRESS
Serial Number:	74566247	MACGREGOR'S MARKET
Serial Number:	78536032	MAC'S MARKET
Serial Number:	78751088	MAC'S MARKET
Serial Number:	78569946	MAC'S MARKET SANDWICH SELECTS
Serial Number:	78632498	MAC'S MARKET SANDWICH SELECTS
Serial Number:	73835031	MASTERPIECE SUPREME
Serial Number:	75427092	MAXWRAPS GRIPPER'S GRILL
Serial Number:	75295820	MEAN GENE'S BURGERS
Serial Number:	75467769	MEAN GENE'S BURGERS
Serial Number:	78470103	MEGA MAXX
Serial Number:	75312213	MOOSE BROS.
Serial Number:	75349307	MOOSE BROS.
Serial Number:	74367295	MOOSE BROS. MEL MARTY CARRY-OUT PAN PIZZA
Serial Number:	78534491	NAP HENDRIX'S
Serial Number:	78534464	NAP HENDRIX'S SOUTHERN GRILL
Serial Number:	76068723	NAPPETIZERS
Serial Number:	75871885	NAP'S
Serial Number:	78192971	NAP'S
Serial Number:	75874067	NAP'S
Serial Number:	76399622	NAP'S ALABAMA BBQ
Serial Number:	78417554	NAP'S SOUTHERN GRILL

Serial Number:	75780728	ONE COMPANY. ONE CONTACT. ONE CALL.
Serial Number:	73803990	ORION
Serial Number:	73804670	ORION
Serial Number:	74501926	ORION FOOD SYSTEMS
Serial Number:	74586149	ORION FOOD SYSTEMS
Serial Number:	75323279	ORION FOOD SYSTEMS
Serial Number:	78792300	P PRESIDENT'S CLUB
Serial Number:	78666293	PALM PIZZA
Serial Number:	73654523	PIZZA PATROL
Serial Number:	73683629	PIZZA PATROL
Serial Number:	74586150	QUALITY PRODUCTS THROUGH QUALITY PEOPLE
Serial Number:	73681904	QUICK SLICE
Serial Number:	78655388	SIMPLY SMOOTHIES
Serial Number:	74352440	SMASH HIT
Serial Number:	74578595	SMASH HIT SUBS
Serial Number:	75467768	SMASH HIT SUBS
Serial Number:	76116842	SMASH HIT SUBS
Serial Number:	74578594	SMASH HIT SUBS
Serial Number:	74636518	STONE WILLY'S
Serial Number:	78389344	SUMMIT SUBS
Serial Number:	75460406	THE BURGER THAT SAYS BITE ME.
Serial Number:	74639033	THE FOREST OF DISCOVERY
Serial Number:	74648803	THE FOREST OF DISCOVERY
Serial Number:	75506375	THE PERFECT 10"
Serial Number:	76033616	THE TRIPLER
Serial Number:	75682661	
Serial Number:	78236257	UNCLE ANGELO'S
Serial Number:	78694771	XXL CHIMI'Z
Serial Number:	78518765	XXL CHINESE ROLLZ
Serial Number:	78518774	XXL CHINESE ROLLZ
Serial Number:	78488519	XXL STUFFERZ
Serial Number:	78489162	XXL STUFFERZ HOT STUFFED SANDWICH
Serial Number:	76438620	ZAVAJAVA

CORRESPONDENCE DATA

Fax Number: (212)836-6587
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-836-7502
Email: cpatrick@kayescholer.com
Correspondent Name: Cynthia Patrick, Esq.
Address Line 1: 425 Park Avenue
Address Line 2: c/o Kaye Scholer LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Johanne Remy
Signature:	/s/ Johanne Remy
Date:	02/08/2006

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of February 2, 2006 (this "Trademark Security Agreement"), is entered into by and among each of the signatories hereto (referred to herein individually, as "Grantor" and collectively, as "Grantors"), in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation, as Lender (the "Lender") and in its capacity as Administrative Agent under the Loan Agreement (as hereinafter defined) (the "Secured Party").

RECITALS

A. The capitalized terms used in this Trademark Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain First Lien Credit Agreement, dated as of February 2, 2006 (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), by and among the Secured Party, Hot Stuff Foods, LLC, a South Dakota limited liability company (the "Borrower"), KOFS Acquisition Company, LLC, a Delaware limited liability company and the lenders from time to time party thereto (the "Lenders") pursuant to which, among other things, the Lenders have agreed to make loans or otherwise to extend credit to the Borrower upon the terms and subject to the conditions specified in the Loan Agreement.

C. Pursuant to that certain Security and Pledge Agreement, dated as of February 2, 2006, among the Grantors and the Secured Party (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), each Grantor has granted to the Secured Party as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral, including without limitation the Trademarks, the Trademark Licenses and related trademark rights under the concept of Intellectual Property (collectively, the "Trademark Collateral"). The Trademark Collateral includes, but is not limited to, the trademark applications and registrations set forth in Schedule "A" attached hereto.

D. Pursuant to the Security Agreement, the parties hereto wish to confirm each Grantor's grant to the Secured Party of a continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule "A" attached hereto.

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

1. Each Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from such Grantor, a continuing security interest in, and mortgage on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in

Schedule "A" attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in, and Lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraphs 2, 3 and 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.

7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

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TRADEMARK
REEL: 003242 FRAME: 0672

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HOT STUFF FOODS, LLC

By: _____
Name: STEVE WATKINS
Title: CFO

ACCEPTED:

ALLIED CAPITAL CORPORATION, as Secured Party

By: _____
Name:
Title:

31214019.DOC

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HOT STUFF FOODS, LLC

By: _____
Name:
Title:

ACCEPTED:

ALLIED CAPITAL CORPORATION, as Secured Party

By: _____
Name: JUSTIN MACCARONE
Title: MANAGING DIRECTOR

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SCHEDULE IV
TRADEMARKS

Mark Name	Country Name	Docket Number	Status	Appl. No	Appl.Date	Reg. No	Reg. Date	Renewal Date	Current Owner
9-STAR	United States	11503.0070US01	Registered	75/766061	02-May-99	2420884	16-Jan-01	16-Jan-11	HSF, LLC
9-STAR SYSTEM	United States	11503.0109US01	Registered	76/014477	30-Mar-00	2459559	12-Jun-01	12-Jun-11	HSF, LLC
ANYTIME'S A GREAT TIME FOR HOT STUFF!	United States	11503.0018US01	Registered	74/685061	06-Jun-95	1982416	25-Jun-96	25-Jun-06	HSF, LLC
ANYTIME'S A GREAT TIME FOR READING!	United States	11503.0019US01	Registered	74/648802	20-Mar-95	2022551	10-Dec-96	10-Dec-06	HSF, LLC
ASIAN CREATIONS	United States	11503.0101US01	Registered	75/366725	02-Oct-97	2383639	05-Sep-00	05-Sep-10	HSF, LLC
BIG WEDGE	United States	11503.0159US01	Pending	78/326289	11-Nov-03				HSF, LLC
CHIX CHICKEN	United States	11503.0068US01	Registered	75/718157	24-May-99	2453904	22-May-01	22-May-11	HSF, LLC
CHIX CHICKEN	United States	11503.0068US02	Registered	75/712405	24-May-99	2416530	26-Dec-00	26-Dec-10	HSF, LLC
CHIX THE CHICKEN STATION	United States	11503.102US02	Registered-Abandoning	75/467752	14-Apr-98	2327874	14-Mar-00	14-Mar-10	HSF, LLC
CINNAMON STREET	United States	11503.0002US01	Registered	75/148070	12-Aug-96	2106779	21-Oct-97	21-Oct-07	HSF, LLC
CINNAMON STREET	United States	11503.0002US02	Registered	75/208711	05-Dec-96	2089424	19-Aug-97	19-Aug-07	HSF, LLC
CINNAMON STREET	United States	11503.0002US03	Registered	75/224827	13-Jan-97	2089447	19-Aug-97	19-Aug-07	HSF, LLC
CINNAMON STREET BAKERY	United States	11503.0012US01	Registered	74/545302	05-Jul-94	1962438	12-Mar-96	12-Mar-06	HSF, LLC
CINNAMON SWIRL DESIGN	United States	11503.0024US02	Registered	76/073338	19-Jun-00	2459795	12-Jun-01	12-Jun-11	HSF, LLC
CINNOBABIES	United States	11503.0114US01	Registered	75/459519	24-Mar-98	2348068	09-May-00	09-May-10	HSF, LLC
C-STREET BAKERY	United States	11503.0163US01	Pending	78/389346	23-Mar-04				HSF, LLC
C-STREET BAKERY (AND DESIGN)	United States	11503.0165US01	Pending	78/389521	23-Mar-04				HSF, LLC

TRADEMARK
REEL: 003242 FRAME: 0675

Mark Name	Country Name	Docket Number	Status	Appl. No	Appl.Date	Reg. No	Reg. Date	Renewal Date	Current Owner
C-STREET CAFE	United States	11503.0164US01	Pending	78/389364	23-Mar-04				HSF, LLC
C-STREET CAFE (AND DESIGN)	United States	11503.0166US01	Pending	78/389524	23-Mar-04				HSF, LLC
C-STREET GRILLE	United States	11503.0175US01	Pending	78/481518	10-Sep-04				HSF, LLC
C-STREET GRILLE (AND DESIGN)	United States	11503.0191US01	Pending	78/646185	08-Jun-05				HSF, LLC
EDDIE PEPPERS	United States	11503.0003US01	Registered	74/313455	14-Sep-92	1910670	08-Aug-95	08-Aug-05	HSF, LLC
FIRERITO	United States	11503.0152US01	Registered	78/268800	30-Jun-03	2912860	21-Dec-04	21-Dec-14	HSF, LLC
FRESH SUBS, MADE-TO-ORDER...FAST!	United States	11503.0028US01	Registered	74/702779	18-Jul-95	1984869	02-Jul-96	02-Jul-06	HSF, LLC
GOOD TO GO (AND DESIGN)	United States	11503.0173US01	Pending	78/473555	25-Aug-04				HSF, LLC
GOOD TO GO EATS	United States	11503.0199US01	Pending	78/703226	30-Aug-05				HSF, LLC
GRAHAM'S GRILL	United States	11503.0107US01	Registered	75/759320	26-Jul-99	2470417	17-Jul-01	17-Jul-11	HSF, LLC
GRIPPER PIZZA	United States	11503.0200US01	Pending	78/740001	25-Oct-05				HSF, LLC
HEAVENLY CINNAMON ROLLS	United States	11503.0153US01	Pending	78/281235	31-Jul-03				HSF, LLC
HOT GRIP	United States	11503.0085US01	Registered	76/022224	10-Apr-00	2481953	28-Aug-01	28-Aug-11	HSF, LLC
HOT SNAXX	United States	11503.0195US01	Pending	78/673287	19-Jul-05				HSF, LLC
HOT STUFF	United States	11503.0037US02	Registered	73/648452	09-Mar-87	1597883	22-May-90	22-May-10	HSF, LLC
HOT STUFF	United States	11503.0037US04	Registered	73/215014	10-May-79	1273749	10-Apr-84	10-Apr-14	HSF, LLC
HOT STUFF	United States	11503.0037US09	Registered	76/031566	21-Apr-00	2449152	08-May-01	08-May-11	HSF, LLC
HOT STUFF	United States	11503.0037US10	Pending	78/214004	12-Feb-03	2949894	10-May-05	10-May-15	HSF, LLC
HOT STUFF	United	11503.0037US01	Registered	73/647127	02-Mar-87	1599748	05-Jun-90	05-Jun-10	HSF, LLC

TRADEMARK
REEL: 003242 FRAME: 0676

Mark Name	Country Name	Docket Number	Status	Appl. No	Appl.Date	Reg. No	Reg. Date	Renewal Date	Current Owner
	States								
HOT STUFF FOOD ON THE GO	United States	11503.0154US01	Pending	78/278149	24-Jul-03	3008533	25-Oct-05	25-Oct-15	HSF, LLC
HOT STUFF FOOD ON THE GO	United States	11503.0154US02	Pending	78/302143	18-Sep-03				HSF, LLC
HOT STUFF FOOD ON THE GO AND DESIGN	United States	11503.0155US01	Pending	78/310385	07-Oct-03				HSF, LLC
HOT STUFF FOOD XPRESS	United States	11503.0160US01	Pending	78/344455	22-Dec-03				HSF, LLC
HOT STUFF FOOD XPRESS (AND DESIGN)	United States	11503.0161US01	Pending	78/352878	16-Jan-04				HSF, LLC
HOT STUFF FOODS	United States	11503.0184US02	Pending	78/560955	04-Feb-05				HSF, LLC
HOT STUFF FOODS	United States	11503.0184US01	Pending	78/560980	04-Feb-05				HSF, LLC
HOT STUFF FOODS (AND DESIGN)	United States	11503.0185US01	Pending	78/563425	09-Feb-05				HSF, LLC
HOT STUFF FOODS (AND DESIGN)	United States	11503.0185US02	Pending	78/563403	09-Feb-05				HSF, LLC
HOT STUFF FOODS CREATING VALUE...EVERDAY! (AND DESIGN)	United States	11503.0187US01	Pending	78/563379	09-Feb-05				HSF, LLC
HOT STUFF FOODS CREATING VALUE...EVERY DAY!	United States	11503.0186US01	Pending	78/560971	04-Feb-05				HSF, LLC
HOT STUFF FOODS MARKET SELECTS (& DESIGN)	United States	11503.0188US01	Pending	78/569238	17-Feb-05				HSF, LLC
HOT STUFF FOODS PALM PIZZA (& DESIGN)	United States	11503.0193US01	Pending	78/666283	08-Jul-05				HSF, LLC
HOT STUFF GRILL	United States	11503.0201US01	Pending	78/741615	27-Oct-05				HSF, LLC
HOT STUFF GRILLE	United States	11503.0158US01	Pending	78/320349	29-Oct-03				HSF, LLC

TRADEMARK
REEL: 003242 FRAME: 0677

Mark Name	Country Name	Docket Number	Status	Appl. No	Appl.Date	Reg. No	Reg. Date	Renewal Date	Current Owner
HOT STUFF PIZZA	United States	11503.0004US01	Registered	74/502311	21-Mar-94	1934188	07-Nov-95	07-Nov-05	HSF, LLC
HOT STUFF PIZZA	United States	11503.0004US02	Registered	74/502312	21-Mar-94	1934189	07-Nov-95	07-Nov-05	HSF, LLC
HOT STUFF PIZZA & DESIGN	United States	11503.0030US01	Registered	74/689002	15-Jun-95	1983972	02-Jul-96	02-Jul-06	HSF, LLC
HOT STUFF PIZZA (AND DESIGN)	United States	11503.0169US01	Pending	78/417478	12-May-04				HSF, LLC
HOT STUFF PIZZERIA (AND DESIGN)	United States	11503.0103US01	Registered	74/015700	02-Jan-90	1646945	04-Jun-91	04-Jun-11	HSF, LLC
HOT STUFF PIZZERIA (AND DESIGN)	United States	11503.0103US02	Registered	73/808817	26-Jun-89	1610846	21-Aug-90	21-Aug-10	HSF, LLC
HOT STUFF PIZZERIA AND DESIGN	United States	11503.0016US01	Registered	74/113285	07-Nov-90	1677993	03-Mar-92	03-Mar-12	HSF, LLC
HOT STUFF PIZZERIA DELI & BAKERY (AND DESIGN)	United States	11503.0105US01	Registered	73/754026	26-Sep-88	1605063	03-Jul-90	03-Jul-10	HSF, LLC
HOT STUFFERZ	United States	11503.0053US01	Registered	78/268846	30-Jun-03	2853869	15-Jun-04	15-Jun-14	HSF, LLC
I CAN TASTE MY SANDWICH	United States	11503.0196US01	Pending	78/674214	20-Jul-05				HSF, LLC
JOEY PAGODA'S ORIENTAL EXPRESS	United States	11503.13US01	Registered-Abandoning	74/413799	19-Jul-93	1964436	26-Mar-96	26-Mar-06	HSF, LLC
MACGREGOR'S MARKET	United States	11503.0015US01	Registered	74/566247	26-Aug-94	1959788	05-Mar-96	05-Mar-06	HSF, LLC
MAC'S MARKET	United States	11503.0183US01	Pending	78/536032	21-Dec-04				HSF, LLC
MAC'S MARKET (& DESIGN)	United States	11503.0203US01	Pending	78/751088	10-Nov-05				HSF, LLC
MAC'S MARKET SANDWICH SELECTS	United States	11503.0189US01	Pending	78/569946	17-Feb-05				HSF, LLC
MAC'S MARKET SANDWICH SELECTS (& DESIGN)	United States	11503.0190US01	Pending	78/632498	18-May-05				HSF, LLC
MASTERPIECE SUPREME	United States	11503.0089US01	Registered	73/835031	30-Oct-89	1602642	19-Jun-90	19-Jun-10	HSF, LLC
MAXWRAPS GRIPPER	United	11503.130US01	Registered-	75/427092	2-Feb-98	2273063	24-Aug-99	24-Aug-09	HSF, LLC

TRADEMARK
REEL: 003242 FRAME: 0678

Mark Name	Country Name	Docket Number	Status	Appl. No	Appl.Date	Reg. No	Reg. Date	Renewal Date	Current Owner
GRILL	States		Abandoning						
MEAN GENE'S BURGERS	United States	11503.0092US01	Registered	75/295820	21-May-97	2188577	08-Sep-98	08-Sep-08	HSF, LLC
MEAN GENE'S BURGERS	United States	11503.0092US02	Registered	75/467769	14-Apr-98	2327876	14-Mar-00	14-Mar-10	HSF, LLC
MEGA MAXX	United States	11503.0171US01	Pending	78/470103	19-Aug-04				HSF, LLC
MOOSE BROS.	United States	11503.0014US02	Registered	75/312213	20-Jun-97	2172929	14-Jul-98	14-Jul-08	HSF, LLC
MOOSE BROS.	United States	11503.0014US03	Registered	75/349307	29-Aug-97	2173152	14-Jul-98	14-Jul-08	HSF, LLC
MOOSE BROS. MEL MARTY CARRY-OUT PAN PIZZA (AND DESIGN)	United States	11503.0021US02	Registered	74/367295	12-Mar-93	1806306	23-Nov-93	23-Nov-13	HSF, LLC
NAP HENDRIX'S	United States	11503.0182US01	Pending	78/534491	17-Dec-04				HSF, LLC
NAP HENDRIX'S SOUTHERN GRILL (& DESIGN)	United States	11503.0181US01	Pending	78/534464	17-Dec-04				HSF, LLC
NAPPETIZERS	United States	11503.0044US01	Registered	76/068723	09-Jun-00	2469588	17-Jul-01	17-Jul-11	HSF, LLC
NAP'S	United States	11503.0025US02	Registered	75/871885	14-Dec-99	2456427	29-May-01	29-May-11	HSF, LLC
NAP'S	United States	11503.0025US03	Registered	78/192971	10-Dec-02	2773744	14-Oct-03	14-Oct-13	HSF, LLC
NAP'S	United States	11503.0093US01	Registered	75/874067	17-Dec-99	2450237	08-May-01	08-May-11	HSF, LLC
NAP'S ALABAMA BBQ	United States	11503.0017US01	Registered	76/399622	24-Apr-02	2739878	22-Jul-03	22-Jul-13	HSF, LLC
NAP'S SOUTHERN GRILL (& DESIGN)	United States	11503.0168US01	Pending	78/417554	12-May-04				HSF, LLC
ONE COMPANY. ONE CONTACT. ONE CALL.	United States	11503.0046US01	Registered	75/780728	23-Aug-99	2353867	30-May-00	30-May-10	HSF, LLC
ORION	United States	11503.0094US01	Registered	73/803990	02-Jun-89	1580464	30-Jan-90	30-Jan-10	HSF, LLC
ORION	United	11503.0094US02	Registered	73/804670	05-Jun-89	1581808	06-Feb-90	06-Feb-10	HSF, LLC

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Mark Name	Country Name	Docket Number	Status	Appl. No	Appl.Date	Reg. No	Reg. Date	Renewal Date	Current Owner
	States								
ORION FOOD SYSTEMS	United States	11503.0033US01	Registered	74/501926	21-Mar-94	1993860	13-Aug-96	13-Aug-06	HSF, LLC
ORION FOOD SYSTEMS	United States	11503.0033US02	Registered	74/586149	17-Oct-94	1936914	21-Nov-95	21-Nov-05	HSF, LLC
ORION FOOD SYSTEMS (AND DESIGN)	United States	11503.0095US01	Registered	75/323279	01-Jul-97	2169665	30-Jun-98	30-Jun-08	HSF, LLC
P PRESIDENT'S CLUB (& DESIGN)	United States	11503.0204US01	Pending	78/792300	16-Jan-06				HSF, LLC
PALM PIZZA	United States	11503.0194US01	Pending	78/666293	08-Jul-05				HSF, LLC
PIZZA PATROL	United States	11503.0096US01	Registered	73/654523	13-Apr-87	1469274	15-Dec-87	15-Dec-07	HSF, LLC
PIZZA PATROL (AND DESIGN)	United States	11503.0097US01	Registered	73/683629	08-Sep-87	1501525	23-Aug-88	23-Aug-08	HSF, LLC
QUALITY PRODUCTS THROUGH QUALITY PEOPLE	United States	11503.0026US01	Registered	74/586150	17-Oct-94	1945345	02-Jan-96	02-Jan-06	HSF, LLC
QUICK SLICE	United States	11503.0122US01	Registered	73/681904	31-Aug-87	1527197	28-Feb-89	28-Feb-09	HSFS, INC.
SIMPLY SMOOTHIES (& DESIGN)	United States	11503.0192US01	Pending	78/655388	21-Jun-05				HSF, LLC
SMASH HIT	United States	11503.0099US01	Registered	74/352440	25-Jan-93	1853236	06-Sep-94	06-Sep-14	HSF, LLC
SMASH HIT SUBS	United States	11503.0001US01	Registered	74/578595	26-Sep-94	1916687	05-Sep-95	05-Sep-05	HSF, LLC
SMASH HIT SUBS	United States	11503.0001US02	Registered	75/467768	14-Apr-98	2327875	14-Mar-00	14-Mar-06	HSF, LLC
SMASH HIT SUBS (AND DESIGN)	United States	11503.0098US01	Registered	76/116842	25-Aug-00	2533845	29-Jan-02	29-Jan-12	HSF, LLC
SMASH HIT SUBS (AND DESIGN)	United States	11503.0098US02	Registered	74/578594	26-Sep-94	1918606	12-Sep-95	12-Sep-05	HSF, LLC
STONE WILLY'S	United States	11503.0034US01	Registered	74/636518	21-Feb-95	2011058	22-Oct-96	22-Oct-06	HSF, LLC
SUMMIT SUBS	United States	11503.0100US01	Pending	78/389344	23-Mar-04	2985231	16-Aug-05	16-Aug-15	HSF, LLC

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Mark Name	Country Name	Docket Number	Status	Appl. No	Appl.Date	Reg. No	Reg. Date	Renewal Date	Current Owner
THE BURGER THAT SAYS BITE ME.	United States	11503.0056US01	Registered	75/460406	31-Mar-98	2221802	02-Feb-99	02-Feb-09	HSF, LLC
THE FOREST OF DISCOVERY	United States	11503.0035US01	Registered	74/639033	27-Feb-95	2022523	10-Dec-96	10-Dec-06	HSF, LLC
THE FOREST OF DISCOVERY (AND DESIGN)	United States	11503.0041US01	Registered	74/648803	20-Mar-95	2030941	14-Jan-97	14-Jan-07	HSF, LLC
THE PERFECT 10"	United States	11503.0108US01	Registered	75/506375	22-Jun-98	2265883	27-Jul-99	27-Jul-09	HSF, LLC
THE TRIPLER	United States	11503.0061US01	Registered	76/033616	25-Apr-00	2461543	19-Jun-01	19-Jun-11	HSF, LLC
THREE DIMENSIONAL COOKIE JAR DESIGN	United States	11503.0069US01	Registered	75/682661	14-Apr-99	2388880	19-Sep-00	19-Sep-10	HSF, LLC
UNCLE ANGELO'S	United States	11503.0007US04	Pending	78/236257	10-Apr-03	2947687	10-May-05	10-May-15	HSF, LLC
XXL CHIMI'Z (& DESIGN)	United States	11503.0198US01	Pending	78/694771	17-Aug-05				HSF, LLC
XXL CHINESE ROLLZ (AND DESIGN)	United States	11503.0179US01	Pending	78/518765	17-Nov-04				HSF, LLC
XXL CHINESE ROLLZ (AND DESIGN)	United States	11503.0180US01	Pending	78/518774	17-Nov-04				HSF, LLC
XXL STUFFERZ	United States	11503.0176US01	Pending	78/488519	23-Sep-04				HSF, LLC
XXL STUFFERZ HOT STUFFED SANDWICH (AND DESIGN)	United States	11503.0177US01	Pending	78/489162	24-Sep-04				HSF, LLC
ZAVA JAVA	United States	Not Handled by Merchant & Gould	Pending - Abandoning	76/438620	07-Aug-02				OFS, LLC application

HSF, LLC – Hot Stuff Foods, LLC
HSFS, INC – Hot Stuff Food Systems, Inc.
OFS, LLC – Orion Food Systems, LLC

RECORDED: 02/08/2006
TRADEMARK
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