

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Joey's Only Franchising (International) Ltd.		04/04/2006	CORPORATION: TURKS AND CAICOS ISLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	Joey's Only Franchising Ltd.
<b>Doing Business As:</b>	DBA Joey's Only Franchising Ltd.
<b>Street Address:</b>	514 - 42nd Avenue S.E.
<b>City:</b>	Calgary, Alberta
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	T2G 1Y6
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2638685	JOEY'S ONLY SEAFOOD RESTAURANTS
Registration Number:	2113247	JOEY'S ONLY
Registration Number:	2012356	
Registration Number:	2724785	TENNESSEE JACK'S ROTISSERIE CHICKEN N' RIBS
Registration Number:	2662638	IT'S A TASTY PLACE FOR SEAFOOD
Registration Number:	2588039	TENNESSEE JACK'S ROTISSERIE CHICKEN N' RIBS

**CORRESPONDENCE DATA**

Fax Number: (403)263-9193  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (403) 298-1820  
 Email: Cal.USPTO@Gowlings.com  
 Correspondent Name: Regina Corrigan  
 Address Line 1: 1400, 700 - 2 STREET, SW

CH \$165.00 2638685

Address Line 4: CALGARY, ALBERTA, CANADA T2P 4V5

ATTORNEY DOCKET NUMBER:

A6101704US

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Regina Corrigan

Signature:

/Regina Corrigan/

Date:

04/05/2006

Total Attachments: 3

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Agreement made as of and effective from the 4<sup>th</sup> day of April, 2006

BETWEEN:

**JOEY'S ONLY FRANCHISING (INTERNATIONAL) LTD.**,  
a Turks/Caicos Corporation (hereinafter referred to as the  
"Assignor")

- and -

**JOEY'S ONLY FRANCHISING LTD.**, an Alberta, Canada  
Corporation (hereinafter referred to as the "Assignee")

WHEREAS the Assignor is the owner of an undivided interest equal to 100% of all right, title and interest in and to the trade-marks and trade-mark registrations listed on Schedule "A" attached to this Agreement (the "**Trade-marks**");

AND WHEREAS the Assignee wishes to acquire all of the Assignor's right, title and interest in and to the Trade-marks and the Assignor has agreed to transfer same;

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

1. The Assignor hereby sells, assigns and transfers to the Assignee all of its undivided interest equal to 100% of its right, title and interest in and to the Trade-marks, including, without limitation, all rights that the Assignor has in the Trade-marks at common law and under the United States Trademark Act together with all copyrights therein, all rights under licenses and other agreements or instruments relating thereto, and all goodwill associated with the Trade-marks, the same to be held and enjoyed by the Assignee as fully and effectively as the same would have been enjoyed by the Assignor if this assignment and transfer had not been made.
2. The parties shall with reasonable diligence take all action, do all things, attend or cause their representatives to attend all meetings and execute all further documents, agreements and assurances as may be required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
3. This Agreement shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first above written.

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**JOEY'S ONLY FRANCHISING  
(INTERNATIONAL) LTD.**

**JOEY'S ONLY FRANCHISING LTD.**

Per:

Per:

**SCHEDULE A**

TRADE-MARK:	Details of Registration:
	Registered Trade-mark in the United States Registration Number: 2638685 Registration Date: October 22, 2002
JOEY'S ONLY	Registered Trade-mark in the United States. Registration Number: 2113247 Registration Date: November 18, 1997
	Registered Trade-mark in the United States Registration Number: 2012356 Registration Date: October 29, 1996
TENNESSEE JACK'S ROTISSERIE CHICKEN N' RIBS	Registered Trade-mark in the United States Registration Number: 2724785 Registration Date: June 10, 2003
IT'S A TASTY PLACE FOR SEAFOOD	Registered Trade-mark in the United States Registration Number: 2662638 Registration Date: December 17, 2002
	Registered Trade-mark in the United States Registration Number: 2588039 Registration Date: July 2, 2002