

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
Leisure Holdings, LLC		03/01/2006	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Dixie NYC, Inc.		
Street Address:	800 2nd Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3022951	MCFADDEN'S	
CORRESPONDENCE DATA			
Fax Number:	(215)405-2562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-977-2544		
Email:	lforrest@wolfblock.com		
Correspondent Name:	Robert F. Zielinski, Esq.		
Address Line 1:	1650 Arch Street		
Address Line 2:	22nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	DIX009-225188		
NAME OF SUBMITTER:	Robert F. Zielinski, Esq.		
Signature:	/robertzielinski/		

CH 3022951 \$40.00

Date:

05/08/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Leisure Holdings, LLC, a Limited Liability Company ("**Leisure Holdings**"), owns, all right, title, and interest in the trademark registration number 3,022,951, for **MCFADDEN'S** including all the goodwill associated therewith ("**Trademark**");

WHEREAS, Dixie NYC, Inc., a New York Corporation having a registered office located at 800 2nd Avenue, New York, NY 10017 ("**Dixie NYC**"), desires to own **Leisure Holdings'** entire right, title, and interest in and to the Trademark, in all countries throughout the world, and in and to all goodwill associated therewith; and

NOW THEREFORE, be it known that, in exchange for payment of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Leisure Holdings** hereby irrevocably assigns, transfers, conveys, grants and sets over to **Dixie NYC**, its lawful successors and assigns, **Leisure Holdings'** entire right, title, and interest in and to the Trademark (whether registered or unregistered), as well as all goodwill associated therewith, including, but not limited to, any and all renewals, reversions and extensions thereof and the right to register the Trademark that may here after be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by **Dixie NYC**, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by **Leisure Holdings** had this Assignment not been made.

AND, Leisure Holdings HEREBY authorizes and requests the Commissioner of Trademarks of the United States and any official of any foreign country whose duty it is to issue, assign, and/or record as assignee for all trademarks to **Dixie NYC**, its successors and assigns, in accordance with the terms of this Assignment;

AND, Leisure Holdings HEREBY further agrees that, from and after the date of this Assignment, **Dixie NYC** has succeeded to all of **Leisure Holdings'** right, title, interest and standing to receive all rights and benefits pertaining to the Trademark, institute and prosecute all suits and proceedings, take all actions that **Dixie NYC**, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of any kind under any and all of the Trademark, including, without limitation, the right to sue for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as **Dixie NYC**, in its sole discretion, deems advisable;

AND, Leisure Holdings HEREBY relinquishes exclusivity to **Dixie NYC** all of **Leisure Holdings'** right, title and interest in and to all accrued and future causes of action

for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Trademark and this Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same;

AND, Leisure Holdings HEREBY further covenants that **Leisure Holdings** has the full right to convey the interest assigned by this Assignment, **Leisure Holdings** will take all action and execute all documents necessary to perfect the interest assigned hereby, and **Leisure Holdings** has not executed and will not execute any agreement in conflict with this Assignment;

AND, Leisure Holdings HEREBY further covenants and agrees that **Leisure Holdings** through its officers and employees, will, without further consideration, communicate with **Dixie NYC** its successors and assigns, any facts known to **Leisure Holdings** and its officers and employees respecting the Trademark and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Trademark in said **Dixie NYC** its successors and assigns, make all rightful oaths, and generally do everything possible to aid **Dixie NYC** its successors and assigns, to obtain and enforce proper trademark protection for the Trademark in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by **Dixie NYC**, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

For: Leisure Holdings, LLC

By: _____

Date: 3/1/06

For: Dixie NYC, Inc.

By: _____

Date: 3/1/06