

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Colin McCabe		07/28/2006	INDIVIDUAL: UNITED STATES
Tony Shure		07/28/2006	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chopt Creative Salad Company LLC		
<b>Street Address:</b>	24 East 17th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2635414	CHOP'T CREATIVE SALAD COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)798-6369		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-326-0875		
<b>Email:</b>	mshine@pryorcashman.com		
<b>Correspondent Name:</b>	Brad D. Rose		
<b>Address Line 1:</b>	410 Park Ave., 10th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	19728.00003		
<b>NAME OF SUBMITTER:</b>	Brad D. Rose		
<b>Signature:</b>	/Brad D. Rose/		
<b>Date:</b>	07/28/2006		

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Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

This Agreement (hereinafter the "Agreement") is made and entered into effective 7/28, 2006 (hereinafter the "Effective Date") by and between Colin McCabe and Tony Shure, both individuals and United States citizens, with a place of business at 24 East 17<sup>th</sup> Street, New York, NY 10003 (hereinafter collectively referred to as the "ASSIGNOR") on the one hand, and Chop't Creative Salad Company LLC, a limited liability company organized under the laws of the state of Delaware, with a place of business at 24 East 17<sup>th</sup> Street, New York, NY 10003 (hereinafter the "ASSIGNEE"), on the other hand;

WHEREAS, ASSIGNOR owns the trademark registration (hereinafter the "Registration") for the mark CHOP'T CREATIVE SALAD COMPANY *with Design* (hereinafter the "Mark") set forth below (the Mark and the Registration are hereinafter collectively referred to as the "Property");




in cl. 42, Reg. No. 2,635,414, registered on October 15, 2002.

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR all of its right, title and interest in, to and under such Property;

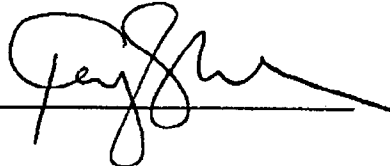
19728.00003/479509

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE, its successors, assigns and legal representatives forever, ASSIGNOR's entire right, title and interest in and to such Property throughout the world in perpetuity, together with the goodwill associated therewith and that part of the ASSIGNOR's business connected with the use thereof and symbolized thereby, and any and all of ASSIGNOR's other rights, privileges and priorities provided under the United States, state or foreign law with respect to the Property, including without limitation ASSIGNOR's common law rights and rights under the laws of unfair competition (hereinafter the "Transferred Rights") and any and all of ASSIGNOR's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Mark or other legal protections pertaining to the Transferred Rights.

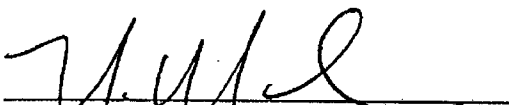
**COLIN MCCABE**

By: 

**TONY SHURE**

By: 

**CHOP'T CREATIVE SALAD COMPANY**

By:   
Nick Holmes, Authorized Signatory  
MAZSV