

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Fazoli's Management, Inc. | | 10/19/2006 | CORPORATION: KENTUCKY |
| RECEIVING PARTY DATA | | | |
| Name: | Fazoli's Restaurants, LLC | | |
| Street Address: | 2470 Palumbo Drive | | |
| City: | Lexington | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 40509 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2070880 | BELLA NOTTE | |
| Registration Number: | 3150638 | BELLA NOTTE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (513)977-8141 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 513-977-8200 | | |
| Email: | steven.abreu@dinslaw.com | | |
| Correspondent Name: | Steven A. Abreu | | |
| Address Line 1: | 255 East Fifth Street | | |
| Address Line 2: | Suite 1900 | | |
| Address Line 4: | Cincinnati, OHIO 45202 | | |
| ATTORNEY DOCKET NUMBER: | 28436-4 | | |
| NAME OF SUBMITTER: | Steven A. Abreu | | |
| Signature: | /Steven Abreu/ | | |

OP \$65.00 2070880

Date:

10/31/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 19, 2006 ("Effective Date") by and between Fazoli's Management Inc., a Kentucky corporation, with its principal office at 2470 Palumbo Drive, Lexington, KY 40509 ("Assignor"), and Fazoli's Restaurants, LLC, a Delaware limited liability company, with its principal office at 2470 Palumbo Drive, Lexington, KY 40509 ("Assignee").

Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representative.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FAZOLI'S MANAGEMENT, INC.

David Smith

Name: David Smith

Title: Vice President

FAZOLI'S RESTAURANTS, LLC

David Smith

Name: David Smith

Title: Treasurer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

| Trademark/Service Mark | File Date | Serial No. | Issue Date | Reg. No. |
|-------------------------------|------------------|-------------------|-------------------|-----------------|
| BELLA NOTTE | 4/23/1996 | 75/093,398 | 6/10/1997 | 2,070,880 |
| BELLA NOTTE | 4/5/2005 | 78/602,051 | 10/3/2006 | 3,150,638 |