

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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 Restaurants, LLC		10/19/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bella Notte, LLC		
Street Address:	252 Chippendale Circle		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40517		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
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:	513-977-8113		
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 45206		
ATTORNEY DOCKET NUMBER:	28436-4		
NAME OF SUBMITTER:	Steven A. Abreu		
Signature:	/StevenAbreu/		

OP \$65.00 2070880

Date:

10/31/2006

Total Attachments: 3

source=fazassignment2#page1.tif

source=fazassignment2#page2.tif

source=fazassignment2#page3.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 19, 2006 ("Effective Date") by and between Fazoli's Restaurants, LLC, a Delaware limited liability company, with its principal office at 2470 Palumbo Drive, Lexington, KY 40509 ("Assignor"), and Bella Notte, LLC, a Kentucky limited liability company, with its principal office at 252 Chippendale Circle, Lexington, KY 40517 ("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").

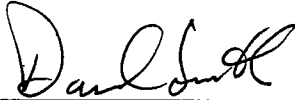
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, 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 RESTAURANTS, LLC



Name: David Smith

Title: Treasurer

BELLA NOTTE, LLC



Name: KUNIHIDE TOYOOKA

Title: sole member

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