

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
Vienna Beef Ltd.		11/28/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Chelios Trademarks LLC		
Street Address:	2290 First National Building		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2892990	CHELI'S CHILI	
CORRESPONDENCE DATA			
Fax Number:	(245)566-8533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485668532		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	38500 Woodward Ave., Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5048		
ATTORNEY DOCKET NUMBER:	216533-107668		
NAME OF SUBMITTER:	Jennifer Sheehan Anderson		
Signature:	/Jennifer Sheehan Anderson/		
Date:	02/08/2007		

CH \$40.00 2892990

Total Attachments: 2

source=216533-107668 Assignment#page1.tif

source=216533-107668 Assignment#page2.tif

ASSIGNMENT OF TRADEMARK

WHEREAS, Vienna Beef Ltd., an Illinois corporation, located at 2501 North Damen Avenue, Chicago, Illinois 60647 ("Assignor"), is the sole and exclusive owner of the trademark identified in Schedule A attached hereto and made a part hereof.

WHEREAS, Chelios Trademarks LLC, a Michigan Limited Liability Company with offices at 2290 First National Building, Detroit Michigan 48226 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said trademark and the registration thereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in, to and under said trademark and any registrations and applications for registration thereof (the "Trademark"), together with the entire business and goodwill of the business associated with and symbolized by the Trademark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 28th day of November, 2006.

Vienna Beef Ltd.

By: 

Tim O'Brien, its Executive Vice President

SCHEDULE A

Trademark

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CHELI'S CHILI (& Design)	2,892,990	October 12, 2004

CHELIOSASSIGNMENTOFTRADEMARK11.28.06TO