

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
National Provisions, Inc.		02/01/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	National Deli, LLC		
Street Address:	1630 NW 70th Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2588219	DELI KING	
Registration Number:	2763861	NATIONAL DELI	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-558-5600		
Email:	trademarksSF@winston.com		
Correspondent Name:	Winston & Strawn LLP		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	009278-00016		
NAME OF SUBMITTER:	Liisa M. Thomas		
Signature:	/Liisa M. Thomas/		
Date:	03/28/2007		

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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is effective as of February 1, 2007 (the "Effective Date"), by and among NATIONAL PROVISIONS, INC., a Florida corporation, ("Assignor"), and NATIONAL DELI, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated concurrently herewith among Assignor, each of the shareholders of Assignor, and Assignee (the "Purchase Agreement"), Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the Purchased Intellectual Property;

WHEREAS, Assignor is the owner of all right, title and interest in and to the Purchased Intellectual Property, including its rights in and to the Licensed Intellectual Property and further including, but not limited to, the Intellectual Property listed in Schedule A; and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Asset Purchase Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will control.

2. Assignor hereby assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns or other legal representatives, all of its right, title and interest in and to the Purchased Intellectual Property possessed by Assignor, including:

- a. its trademarks, trade names, trade dress, and logos (the "Marks") as well as all applications and registrations therefor, including those listed in Schedule A, together with the goodwill of the business in connection with which the Marks are used, and including the subject matter of all claims which may be obtained therefrom, together with 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;
- b. its copyrights and copyrightable works, including those listed in Schedule A;
- c. its domain name registrations, including those listed in Schedule A; and
- d. its patent rights, including inventions and applications embodying the same, and all continuation, divisional, and continuation-in-part applications claiming priority thereto, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions of the foregoing, and all applications for patents, utility models, inventors' certificates, and designs, or other industrial property protection, which may hereafter be filed with respect to

said invention in any country or countries other than the United States, along with the right to file such applications and the right to claim priority to any corresponding application under any international or other applicable law, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto.

3. Assignee is to hold all right, title and interest in and to the Purchased and Licensed Intellectual Property as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Intellectual Property, including in any claim, action, arbitration, suit, inquiry or proceeding.

4. Assignor hereby further covenants and agrees that it will, without additional consideration, communicate to the Assignee, its successors, legal representatives and assigns, any facts known to each respecting the invention, take such further actions, make all rightful oaths and execute promptly such further documents, including for any continuing, reissue, or foreign application, all as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Purchased and Licensed Intellectual Property in Assignee or its successors, legal representatives, and assigns in all countries.

5. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Purchased and Licensed Intellectual Property, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees that it shall complete and submit the relevant documentation and paperwork with the appropriate domain name registrar, and authorizes Assignee to do the same on its behalf, in order to effectuate this assignment with respect to its domain names.

6. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the principles of conflicts of laws thereof).

[signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

NATIONAL PROVISIONS, INC.

By: George Bell
Name: George Bell
Title: President

NATIONAL DELI, LLC

By: NATIONAL DELI HOLDINGS, LLC, its
sole member

By:

Joseph P. Campolo
Name: Joseph P. Campolo
Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 003509 FRAME: 0971

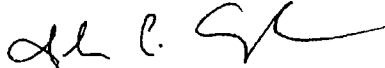
IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

NATIONAL PROVISIONS, INC.

By: _____
Name: George Bell
Title: President

NATIONAL DELI, LLC

By: NATIONAL DELI HOLDINGS, LLC, its
sole member

By: 

Name: Joseph P. Campolo
Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE A

Trademark Registrations and Applications

Mark
DELI KING
NATIONAL DELI

App/Reg No.
U.S. Reg. No. 2,588,219
U.S. Reg. No. 2,763,861

Domain Name Registrations

Domain Name
NATIONALDELI.COM

Owner
National Provisions

Registrar
Network Solutions

REDACTED