

**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>
Chris' & Pitt's Food Products, Inc.		04/19/2007	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chris' & Pitt's Food Group LLC		
<b>Street Address:</b>	15332 Antioch Street, # 531		
<b>City:</b>	Pacific Palisades		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90272		
<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>	
<b>Registration Number:</b>	0816704	CHRIS' & PITT'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-345-1341		
<b>Email:</b>	matm@nixonpeabody.com		
<b>Correspondent Name:</b>	Michelle A. Massicotte		
<b>Address Line 1:</b>	100 Summer Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	038726/1		
<b>NAME OF SUBMITTER:</b>	Michelle A. Massicotte		
<b>Signature:</b>	/Michelle A. Massicotte/		
<b>Date:</b>	04/20/2007		

CH \$40.00 0816704

**Total Attachments: 4**

source=Assignment of Trademark Creo#page1.tif

source=Assignment of Trademark Creo#page2.tif

source=Assignment of Trademark Creo#page3.tif

source=Assignment of Trademark Creo#page4.tif

**ASSIGNMENT OF TRADEMARK**

**THIS ASSIGNMENT** is made as of April 19, 2007 by and between Chris' & Pitt's Food Products, Inc., a Texas corporation having its principal place of business at 11111 Wilcrest Green, Suite 350, Houston, TX, 77042 (the "Assignor") and Chris' & Pitt's Food Group LLC, a Delaware limited liability company, having its principal place of business at 15332 Antioch Street, #531, Pacific Palisades, CA 90272 (the "Assignee").

**WHEREAS**, the Assignor is the proprietor in the United States of the Trademark listed in Schedule A attached hereto.

**WHEREAS**, the Assignor has agreed to assign the Trademark to the Assignee, and the Assignee has agreed to accept said assignment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts from the Assignor, all of the rights, title and interests of the Assignor in and to the Trademark, together with all of the goodwill of the business with which the Trademark is used or otherwise associated and with the right to recover for damages and profits and all other remedies for past infringements thereof effective as of the date hereof.

Assignee and Assignor covenant and agree that the representations, warranties, covenants and agreements of the parties contained in the Asset Purchase Agreement, of even date herewith by and among Assignor, Assignee, and M. U. Bombaywala, the trustee of Shoaib Bombaywala 1989 Trust, the sole stockholder of Seller (the "Agreement") shall not merge into or with this Assignment, but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Agreement as though set forth herein at length. Assignee and Assignor, by their execution of this Assignment, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the Agreement shall be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this Assignment. The parties acknowledge that the terms and conditions of the Agreement shall govern the transfer of the Trademark including, without limitation, the rights of indemnification and limitations thereon as set forth in Section 6.2 of the Agreement.

[signature page to follow]

CHRIS' & PITT'S FOOD PRODUCTS, INC.

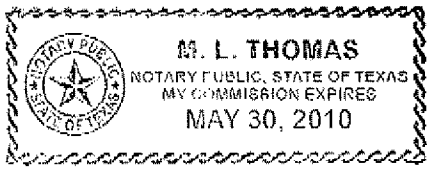
By: [Signature]  
Shoiab Bombaywala, President

CHRIS' & PITT'S FOOD GROUP LLC

By: \_\_\_\_\_  
Nicholas Sternberg, authorized signatory

STATE OF Texas  
COUNTY OF Harris

On this 4th day of April, 2007, before me, the undersigned notary public, personally appeared Shuab Bombaywala of Chris' & Pitt's Food Products, Inc., proved to me through satisfactory evidence of identification which was her/his driver's license, to be the person whose name is on the foregoing Assignment of Trademark, and acknowledged to me that she/he signed it voluntarily, for and on behalf of Chris' & Pitt's Food Products, Inc., for its stated purpose.



[Signature]  
Notary Public  
My commission expires: 5-30-2010  
[AFFIX NOTARIAL SEAL]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of April, 2007, before me, the undersigned notary public, personally appeared Nicholas Sternberg of Chris' & Pitt's Food Group LLC, proved to me through satisfactory evidence of identification which was her/his driver's license, to be the person whose name is on the foregoing Assignment of Trademark, and acknowledged to me that she/he signed it voluntarily, for and on behalf of Chris' & Pitt's Food Group LLC, for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:  
[AFFIX NOTARIAL SEAL]

[signature page for Trademark Assignment]

CHRIS' & PITT'S FOOD PRODUCTS, INC.

By: \_\_\_\_\_  
Name: Shuaib Bombaywala, President

CHRIS' & PITT'S FOOD GROUP LLC

By: \_\_\_\_\_  
Name: Nicholas Sternberg, Authorized Signatory

STATE OF \_\_\_\_\_

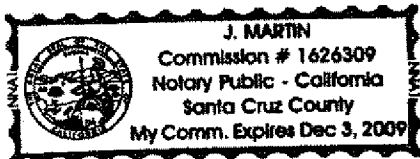
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of April, 2007, before me, the undersigned notary public, personally appeared \_\_\_\_\_ of Chris' & Pitt's Food Products, Inc., proved to me through satisfactory evidence of identification which was her/his driver's license, to be the person whose name is on the foregoing Assignment of Trademark, and acknowledged to me that she/he signed it voluntarily, for and on behalf of Chris' & Pitt's Food Products, Inc., for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:  
[AFFIX NOTARIAL SEAL]

STATE OF California  
COUNTY OF Santa Cruz

On this 18 day of April, 2007, before me, the undersigned notary public, personally appeared Nicholas Sternberg of Chris' & Pitt's Food Group LLC, proved to me through satisfactory evidence of identification which was her/his driver's license, to be the person whose name is on the foregoing Assignment of Trademark, and acknowledged to me that she/he signed it voluntarily, for and on behalf of Chris' & Pitt's Food Group LLC, for its stated purpose.



J. Martin  
Notary Public  
My commission expires: 12/3/09  
[AFFIX NOTARIAL SEAL]

[signature page for Trademark Assignment]

**SCHEDULE A**

<b>Trademark</b>	<b>Registration Number</b>
CHRIS' & PITT'S	0816704