

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/30/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IJL Holdings Corporation		06/30/2006	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	It's Just Lunch International LLC
Street Address:	44-189 Town Center Way
Internal Address:	Suite 500
City:	Palm Desert
State/Country:	CALIFORNIA
Postal Code:	92260
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3023537	CHANGING THE WORLD, ONE DATE AT A TIME
Registration Number:	2175795	DATING FOR BUSY PROFESSIONALS
Registration Number:	2934935	DATING FOR BUSY PROFESSIONALS
Registration Number:	2686079	FIRST DATES WILL NEVER BE THE SAME
Registration Number:	2666401	IJL
Registration Number:	1821901	IT'S JUST LUNCH!
Serial Number:	76491099	IT'S SIMPLY LUNCH!
Registration Number:	2202926	JUST A NOTE
Registration Number:	1961887	LIFE, LOVE & DESSERT
Serial Number:	78946688	SIMPLY LUNCH!
Registration Number:	2205403	THE TASTEFUL WAY TO MEET
Registration Number:	3097573	WE WROTE THE BOOK ON DATING

CH \$365.00 3023537

Registration Number:	2210852	YOU HAVE NOTHING TO LOSE EXCEPT YOUR SINGLE LIFE
Registration Number:	2241575	YOUR PERSONAL LIFE IS OUR BUSINESS.

CORRESPONDENCE DATA

Fax Number: (312)251-5732
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.368.4000
Email: ch.tm@dlapiper.com
Correspondent Name: Mark I. Feldman
Address Line 1: P.O. Box 64807
Address Line 2: c/o DLA Piper US LLP
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	234897-000002
NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/Mark I. Feldman/
Date:	05/07/2007

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**"), dated as of June 30, 2006 (the "**Effective Date**"), is made by and between IJL Holdings Corporation, a Nevada corporation, IJL Holdings, Inc., a Nevada corporation, and their respective Affiliates (collectively, the "**Assignors**"), and It's Just Lunch International LLC, a Nevada limited liability company ("**Assignee**").

WHEREAS, pursuant to and as a condition to the closing of the transactions contemplated by the Membership Interest Purchase Agreement, dated as of the date hereof, by and among IJL Holding Company, Daniel Dolan, Andrea McGinty and the members of It's Just Lunch Holdings LLC, a Nevada limited liability company, set forth on the signature pages thereto (the "**Purchase Agreement**"), the trademarks set forth on Schedule A (all of the foregoing, the "**Trademarks**") and their associated goodwill are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignors hereby sell, assign, transfer and set over to Assignee all of Assignors' right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, 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 Assignors if this assignment and sale 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 Trademarks, 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 representatives.

Assignors authorize and request the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignee agrees to pay all costs and fees, including filing fees, associated with the transfer of the Trademarks.

This Assignment may be executed in counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

UL HOLDINGS CORPORATION

By: [Signature]
Name:
Title:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of June, 2006 before me Daniel Dolan, known to me to be Chief executive officer of UL Holdings Corporation, who acknowledged that he signed this instrument as a free act on behalf of UL Holdings Corporation.

[Signature: Susan Kreitman]
Notary Public: SUSAN KREITMAN
My commission expires: 7/3/06



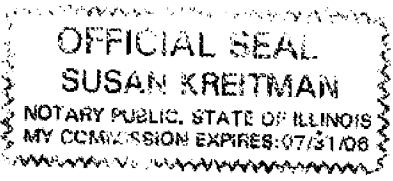
DL HOLDINGS, INC.

By: [Signature]
Name:
Title:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of June, 2006 before me Daniel Dolan, known to me to be
Chief Executive Officer of DL Holdings, Inc., who acknowledged that he signed this instrument as a
free act on behalf of DL Holdings, Inc.

[Signature]
Notary Public: SUSAN KREITMAN
My commission expires: 7/31/06



IT'S JUST LUNCH INTERNATIONAL LLC

By: [Signature]
Name:
Title:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of June, 2006 personally appeared before me Daniel Dolan known to me to be Gen. Counsel of It's Just Lunch International LLC, who acknowledged that he signed this instrument as a free act on behalf of It's Just Lunch International LLC.

Susan Kreitman
Notary Public: Susan Kreitman
My commission expires: 7/31/06



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

IJL HOLDINGS CORPORATION

By: [Signature]
Name:
Title:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of June, 2006 before me Daniel Dolan, known to me to be Chief Executive Officer of IJL Holdings Corporation, who acknowledged that he signed this instrument as a free act on behalf of IJL Holdings Corporation.

[Signature]
Notary Public: SUSAN KREITMAN
My commission expires: 7/31/06



IT'S JUST LUNCH INTERNATIONAL LLC

By: [Signature]

Name:

Title:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of June, 2006 personally appeared before me Daniel Dolan, known to me to be Chief Executive Officer of It's Just Lunch International LLC, who acknowledged that he signed this instrument as a free act on behalf of It's Just Lunch International LLC.

[Signature: Susan Kreitman]
Notary Public: SUSAN KREITMAN
My commission expires: 7/31/06



SCHEDULE A

TRADEMARKS

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Country
BRIEFCASE DESIGN	74/394788	05/25/93	1821902	02/15/94	United States
CHANGING THE WORLD, ONE DATE AT A TIME	78/496474	10/07/04	3023537	12/06/05	United States
COFFEE DATES	75/350189	09/02/97	2356320	06/06/00	United States
DATING FOR BUSY PROFESSIONALS	78/372248	02/23/04	2934935	03/22/05	United States
DATING FOR BUSY PROFESSIONALS	75/043493	01/16/96	2175795	07/21/98	United States
FIRST DATES WILL NEVER BE THE SAME	76/383444	03/18/02	2686079	02/11/03	United States
FROM THE MAN'S PERSPECTIVE	75/476229	04/29/98	2354168	05/30/00	United States
ILL	76/378894	03/06/02	2666401	12/24/02	United States
IT'S JUST LUNCH!	74/394787	05/25/93	1821901	02/15/94	United States

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Country
IT'S ONLY LUNCH!	76/490950	02/12/03	---	---	United States
IT'S SIMPLY LUNCH!	76/491099	02/12/03	---	---	United States
JUST A NOTE	75/375599	10/26/97	2202926	11/10/98	United States
JUST FOR LUNCH!	76/491098	02/12/03	---	---	United States
LIFE, LOVE & DESSERT	74/651926	03/27/95	1961887	03/12/96	United States
SAVE THE DATE	75/632884	02/03/99	2342015	04/11/00	United States
SIMPLY LUNCH	76/482422	01/13/03	---	---	United States
THE TASTEFUL WAY TO MEET	75/350186	09/02/97	2205403	11/24/98	United States
WE WROTE THE BOOK ON DATING	78/533628	12/16/04	---	---	United States
YOU HAVE NOTHING TO LOSE EXCEPT YOUR SIN	75/372958	10/14/97	2210852	12/15/98	United States
YOUR PERSONAL LIFE IS OUR BUSINESS.	75/406458	12/17/97	2241575	04/27/99	United States