

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/06/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Progressive Pizza Trends Corporation		10/06/2005	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Kahala Franchise Corp.
Street Address:	7730 E. Greenway Road
Internal Address:	Suite 104
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2111171	L.A. EATS N.Y.

**CORRESPONDENCE DATA**

Fax Number: (602)257-6917  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 602-258-7701  
 Email: rmitchell@rcalaw.com  
 Correspondent Name: Renee Mitchell, Esq.  
 Address Line 1: One North Central Avenue, Suite 1200  
 Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	100110.1
NAME OF SUBMITTER:	Renee L. Mitchell, Esq.

**CH \$40.00 2111171**

Signature:	/rlm/
Date:	05/17/2007
<b>Total Attachments: 3</b> source=Assignment Agrmt- Johnnie's Pizza#page1.tif source=Assignment Agrmt- Johnnie's Pizza#page2.tif source=Assignment Agrmt- Johnnie's Pizza#page3.tif	

## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made effective as of October 6, 2005 (the "Effective Date"), by and between Progressive Pizza Trends, a California corporation ("ASSIGNOR"), and Kahala Franchise Corp., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark (the "Mark") and other intellectual property (the "Property") as described in "Exhibit A", attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark and the Property; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the Mark and the Property and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE all of its right, title, and interest in and to the Mark and the Property, as well as ASSIGNOR's right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the Mark and the Property, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present, and future infringements or misappropriations of the Mark and the Property herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

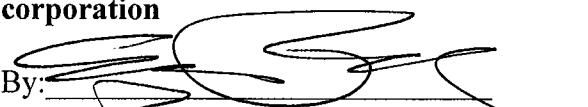
ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Mark and the Property.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** the parties have duly executed and delivered this Assignment Agreement as of the day and year first above written.

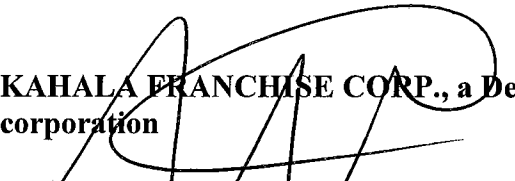
**ASSIGNOR:**

**PROGRESSIVE PIZZA TRENDS, a California corporation**

By:   
Its: \_\_\_\_\_

**ASSIGNEE:**

**KAHALA FRANCHISE CORP., a Delaware corporation**

By:   
Its: EVP Grant Corp.

**EXHIBIT A**

**Schedule of Trademarks and Intellectual Property**

<b>TRADEMARK/ SERVICEMARK</b>	<b><u>SERIAL No./</u> <u>REG. No.</u></b>	<b>STATUS</b>	<b>FILING DATE/ REGISTRATION DATE</b>
L.A. EATS N.Y.	2,111,171	Registered	November 4, 1997