

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
Trademark Holdings LLC		05/25/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Crystal Food Services, LLC
Street Address:	9800 Crosspoint Blvd.
Internal Address:	C/o Marsh Supermarkets, Inc.
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46256
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2455317	THE DECISION IS CRYSTAL CLEAR
Registration Number:	2575953	COFFEE ETC
Registration Number:	2790586	CAPITOL VENDING
Registration Number:	2839318	TOSCANA BISTRO
Registration Number:	2849693	CREATING AMAZING FOOD EXPERIENCES
Registration Number:	2872983	THE C.A.F.E. GROUP
Registration Number:	2891923	THE C.A.F.E. GROUP CREATING AMAZING FOOD EXPERIENCES
Registration Number:	2916729	TRIOS DI TUSCANOS
Registration Number:	3020456	

CORRESPONDENCE DATA

Fax Number: (202)739-3001

CH \$240.00 2455317

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	067172-0001
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	06/05/2007

Total Attachments: 3
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CRYSTAL TRADEMARK ASSIGNMENT

This Crystal Trademark Assignment ("Assignment") is entered into this 25th day of May, 2007 by and between Trademark Holdings, LLC, a Delaware limited liability company, ("Assignor"), and Crystal Food Services, LLC, an Indiana limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain **DISTRIBUTION AND CONTRIBUTION AGREEMENT**, dated as of the date hereof (the "Agreement") pursuant to which Assignor agreed to assign to Assignee all right, title, and interest in and to the trademarks listed on **Exhibit A** attached hereto (the "Trademarks").

WHEREAS, pursuant to the Agreement, the parties wish to enter into this Assignment to transfer the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, sells, assigns and transfers to Assignee, its successors and assigns, all worldwide right, title and interest, legal and equitable, in and to the Trademarks, together with all of the goodwill of the business symbolized by the Trademarks. The assignment of the Trademarks granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Trademarks, including all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith. Assignor shall, at its own cost and expense, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

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IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of the date first written above.

TRADEMARK HOLDINGS, LLC

By: Laura S. Gretencord

Name: Laura S. Gretencord

Title: Assistant Secretary

CRYSTAL FOOD SERVICES, LLC

By: Laura S. Gretencord

Name: Laura S. Gretencord

Title: Assistant Secretary

[Signature Page to Crystal Trademark Assignment]

TRADEMARK
REEL: 003555 FRAME: 0184

Exhibit A

Mark	Reg. No.	Registration Date
The Decision is Crystal Clear	2,455,317	May 29, 2001
Coffee Etc	2,575,953	June 4, 2002
Capitol Vending	2,790,586	December 9, 2003
Toscana Bistro	2,839,318	May 4, 2004
Creating Amazing Food Experiences	2,849,693	June 1, 2004
The C.A.F.E. Group	2,872,983	August 10, 2004
The C.A.F.E. Group Creating Amazing Food Experiences	2,891,923	October 5, 2004
Trios Di Tuscanos	2,916,729	January 4, 2005
Knife and Fork Design	3,020,456	November 29, 2005