

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
MOE'S HOLDINGS, LLC		08/29/2007	LIMITED LIABILITY COMPANY: GEORGIA
MOE'S SWG HOLDINGS, LLC		08/29/2007	LIMITED LIABILITY COMPANY: GEORGIA
MOE'S SOUTHWEST GRILL, LLC		08/29/2007	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	MOE'S FRANCHISOR LLC
Street Address:	c/o Focus Brands Inc.
Internal Address:	200 Glenridge Point Parkway, Suite 200
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78816314	A BURRITO IN EVERY HAND
Serial Number:	78816298	A MOE'S BURRITO IN EVERY HAND
Serial Number:	76598029	HOMEWRECKER...IT'S A FOOD, NOT A PHILOSOPHY
Serial Number:	78359431	MOE KNOWS BURRITOS
Serial Number:	78359396	MOE'S KNOWS BURRITOS
Serial Number:	76042554	MOE'S SOUTHWEST GRILL
Serial Number:	76625437	MOE'S SOUTHWEST GRILL
Serial Number:	76625439	WELCOME TO MOES
Registration Number:	2699371	MOES SOUTHWEST GRILL

CH \$240.00 78816314

CORRESPONDENCE DATA

Fax Number: (404)572-5100

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

Phone: 4045724600

Email: trademarks@kslaw.com,spetty@kslaw.com,jhyman@kslaw.com,vbantug@kslaw.com,setelman@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1180 Peachtree St, NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	TBA
NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal
Signature:	/Vicky R. Bantug/
Date:	08/29/2007

Total Attachments: 12

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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the 29th day of August, 2007, by and among Moe's Southwest Grill, LLC, a Georgia limited liability company (the "Company"), Moe's SWG Holdings, LLC, a Georgia limited liability company ("Moe's SWG Holdings"), Moe's Holdings, LLC, a Georgia limited liability company ("Moe's Holdings" and, collectively with the Company and Moe's SWG Holdings, the "Assignors" and each, individually, an "Assignor"), maintaining an office at 1801 Peachtree Street, Suite 160, Atlanta, Georgia 30309, and Moe's Franchisor LLC, a Georgia limited liability company (the "Assignee"), maintaining an office at c/o Focus Brands Inc., 200 Glenridge Point Parkway, Suite 200, Atlanta, GA 30342.

RECITAL

Assignee and Assignors are parties to an Asset Purchase Agreement dated as of April 7, 2007, as amended by that certain Amended and Restated Asset Purchase Agreement, dated as of July 30, 2007, and that certain Second Amended and Restated Purchase Agreement, dated as of August 27, 2007 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell to Assignee or its designees, and Assignee or its designees has agreed to buy from Assignors the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignors. Pursuant to the Purchase Agreement, Assignors have agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names (including all trademarks, trade dress, service marks, certification marks, logos, trade names, corporate names, assumed names and brand names and other indications of origin), including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignors, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

The terms of the Purchase Agreement, including but not limited to Assignors' representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Assignors acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern with respect to Assignors and Assignee.

Each of the parties hereto covenants and agrees, at the expense of Assignors, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment of Service Marks and Trademarks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of laws thereof.

SCHEDULE A

Common Law Trademarks:

- Moe Knows Catering
- Moe Knows Great Music
- Moe Knows Kids
- Havin a Party
- Moe-Ritas
- For a good time, call Moe.
- Take a Dip!
- Moe's To Go
- Get to Know Moe's
- Get to Know Fresh
- This is a Moe's Neighborhood
- Our Food, Your Table
- Moe's-Food Worth Yelling About

See attached list of trademarks.

Trademark List

Trademark
A BURRITO IN EVERY HAND
Resp. Off: IL

Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
312884-00003/0011 United States of America	78/816314 16-Feb-2006	17-Oct-2006	MIF MIF	ALLOWED

Class(es): 43 Int.
Client: Raving Brands, Inc.
Agent Name: Moe's Southwest Grill, LLC
Attorney(s): MIF MIF BJJ
Client Ref:
Agent Ref:

Goods: Class : 43 Int.
 Restaurant services

Class : 43 Int.
 Services for providing food and drink; temporary accommodations

A MOE'S BURRITO IN EVERY HAND & DESIGN
Resp. Off: IL

Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
312884-00003/0006 United States of America	78/816298 16-Feb-2006	17-Oct-2006	MIF MIF	ALLOWED

Class(es):
Client: Raving Brands, Inc.
Agent Name: Moe's Southwest Grill, LLC
Attorney(s): MIF MIF BJJ
Client Ref:
Agent Ref:

Goods: Class : 43 Int.
 Restaurant services



Trademark List

Trademark
HOMEWRECKER...IT'S A FOOD, NOT A PHILOSOPHY
Resp. Off.: IL

Client-Matter/Subcase
Country Name
 312884-000003/0005
 United States of America

Application
Number/Date
 76/598029
 18-Jun-2004

Publication
Number/Date
 24-May-2005

Registration
Number/Date
 MIF MIF

Status
Next Renewal
 ALLOWED

Class(es): 43 Int.
Client: Raving Brands, Inc.
Agent Name:
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF BIF
Client Ref:
Agent Ref:

Goods: Class : 43 Int.
 Restaurant services

MOE KNOWS BURRITOS
Resp. Off.: IL

Client-Matter/Subcase
Country Name
 312884-000003/0013
 United States of America

Application
Number/Date
 78/359431
 29-Jan-2004

Publication
Number/Date
 21-Mar-2006

Registration
Number/Date
 MIF MIF

Status
Next Renewal
 Opposed

Class(es): 43 Int.
Client: Raving Brands, Inc.
Agent Name:
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF BIF
Client Ref:
Agent Ref:

Goods: Class : 43 Int.
 Quick casual restaurant--featuring southwestern cuisine and alcoholic beverages

MOE'S
Resp. Off.: IL

Client-Matter/Subcase
Country Name
 312884-000003/0001
 Egypt

Application
Number/Date
 195108
 21-Dec-2006

Publication
Number/Date
 Pending

Registration
Number/Date
 MIF MIF BIF

Status
Next Renewal
 Pending

Class(es): 43 Int.
Client: Raving Brands, Inc.
Agent Name: HODA ABDEL HADI & PARTNERS
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF BIF
Client Ref:
Agent Ref: MN/41888/EG/TM

Goods: Class : 43 Int.
 Restaurant services

Trademark List

Trademark
 MOE'S
 Resp.Off.: IL

Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
312884-000003/0001 Jordan	89131 26-Nov-2006	21-Mar-2007		Pending	

Class(es): 42 Int.
Client: Raving Brands, Inc.
Agent Name: Saba & Co. IP (Jordan)
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF B/JF
Client Ref:
Agent Ref:

Goods: Class : 42 Int.
 restaurant services

MOE'S
 Resp.Off.: IL

312884-000003/0007 Oman	42582 27-Nov-2006	01-Apr-2007		Published	
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Class(es):
Client: Raving Brands, Inc.
Agent Name: Saba & Co. (Oman)
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF B/JF
Client Ref:
Agent Ref:

Goods: Class : 43 Int.
 Restaurant services

MOE'S
 Resp.Off.: IL

312884-000003/0003 Qatar	42500 18-Dec-2006			Pending	
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Class(es): 42 Int.
Client: Raving Brands, Inc.
Agent Name: Saba & Co. IP (Qatar)
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF B/JF
Client Ref:
Agent Ref:

Goods: Class : 42 Int.
 restaurant services

Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
MOE'S Resp.Off.: IL	312884-000003/0002 Saudi Arabia <i>Class(es):</i> <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> SABA & CO. <i>Owner:</i> Moe's Southwest Grill, LLC	111215 19-Nov-2006	4137 23-Feb-2007	MIF MIF	Published	BJF
	<i>Goods:</i> Class : 43 Int. restaurant services			<i>Attorney(s):</i> MIF <i>Client Ref:</i> <i>Agent Ref:</i>		
MOE'S Resp.Off.: IL	312884-000003/0006 United Arab Emirates <i>Class(es):</i> <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> Saba & Co. (UAE) <i>Owner:</i> Moe's Southwest Grill, LLC	88176 05-Dec-2006		MIF MIF	Pending	BJF
	<i>Goods:</i> Class : 43 Int. Restaurant services			<i>Attorney(s):</i> MIF <i>Client Ref:</i> <i>Agent Ref:</i>		
MOE'S KNOWS BURRITOS Resp.Off.: IL	312884-000003/0009 United States of America <i>Class(es):</i> <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> <i>Owner:</i> Moe's Southwest Grill, LLC	78359396 29-Jan-2004	11-Oct-2005	3037577 03-Jan-2006 MIF MIF	Registered	03-Jan-2016 BJF
	<i>Goods:</i> Class : 43 Int. Quick casual restaurant--featuring southwestern cuisine and alcoholic beverages			<i>Attorney(s):</i> MIF <i>Client Ref:</i> <i>Agent Ref:</i>		

Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
MOE'S SOUTHWEST GRILL Resp.Off.: IL	312884-000003/0001 Bahrain	52195 11-Dec-2006				Pending

Class(es): 43 Int.
Client: Raving Brands, Inc.
Agent Name: Saba & Co. (Bahrain)
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF BJJ
Client Ref:
Agent Ref:

Goods: Class : 43 Int.
 Restaurant services featuring southwestern foods, including unique burritos, taco salads, salads and other related food items

MOE'S SOUTHWEST GRILL Resp.Off.: IL	312884-000003/0002 Canada	1324149 15-Nov-2006				Pending
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Class(es):
Client: Raving Brands, Inc.
Agent Name: Swabey Ogilvy Renault LLP
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF BJJ
Client Ref:
Agent Ref: 15005-333ca

Goods: Class : 43 Int.
 Restaurant services

MOE'S SOUTHWEST GRILL Resp.Off.: IL	312884-000003/0007 Kuwait	81405 29-Nov-2006				Pending
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Class(es): 42 Int.
Client: Raving Brands, Inc.
Agent Name: Saba & Co. (Kuwait)
Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF BJJ
Client Ref:
Agent Ref:

Goods: Class : 42 Int.
 Restaurant services featuring southwestern foods, including unique burritos, taco salads, salads and other related food items

Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
MOE'S SOUTHWEST GRILL Resp.Off.: IL	312884-000003/0002 Puerto Rico				Pending	

Class(es): 43 Int.

Client: Raving Brands, Inc.

Agent Name:

Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF BIF
Client Ref:
Agent Ref: 15005-326ca

Goods: Class : 43 Int.
Restaurant services

MOE'S SOUTHWEST GRILL
Resp.Off.: IL

312884-000003/0012

United States of America

Class(es): 42 Int.

Client: Raving Brands, Inc.

Agent Name:

Owner: Moe's Southwest Grill, LLC

76/042554

08-May-2000

14-May-2002

2650129

12-Nov-2002

Registered

12-Nov-2012

Attorney(s): MIF MIF BIF

Client Ref:

Agent Ref:

Goods: Class : 42 Int.

Restaurant services featuring Mexican and southwestern foods, including unique burritos, taco salads, and other related food items

Trademark List

Trademark
 MOE'S SOUTHWEST GRILL & DESIGN
 Resp.Off.: IL

Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
312884-000003/0010 United States of America	76/180755 13-Dec-2000	31-Dec-2002	2699371 25-Mar-2003	Registered	25-Mar-2013

Class(es): 43 Int.
 Client: Raving Brands, Inc.
 Agent Name: Moe's Southwest Grill, LLC
 Attorney(s): MIF MIF BIF
 Client Ref:
 Agent Ref:

Goods: Class : 43 Int.
 Restaurant services featuring Mexican and southwestern foods, including unique burritos, taco salads, and other related food items



MOE'S SOUTHWEST GRILL & DESIGN
 Resp.Off.: IL

312884-000003/0007 United States of America	76/625437 22-Dec-2004	27-Dec-2005		ALLOWED	
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Class(es): 29 Int.
 Client: Raving Brands, Inc.
 Agent Name: Moe's Southwest Grill, LLC
 Attorney(s): MIF MIF BIF
 Client Ref:
 Agent Ref:

Goods: Class : 29 Int.
 Mexican style food products, namely, chili con queso and cheese dips



Monday, August 20, 2007

Trademark List

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Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
WELCOME TO MOES Resp. Off.: IL	312884-000003/0004 United States of America	76/625439 22-Dec-2004	27-Sep-2005		ALLOWED

Class(es): 29 Int.

Client: Raving Brands, Inc.

Agent Name:

Owner: Moe's Southwest Grill, LLC

Attorney(s): MIF MIF BIF

Client Ref:

Agent Ref:

Goods: Class : 29 Int.

Mexican style food products, namely, queso and cheese dips