# 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           |
|------------------------------------|----------|----------------|-----------------------|
| Virginia Oil Company, Incorporated |          | 08/29/2007     | CORPORATION: VIRGINIA |

#### **RECEIVING PARTY DATA**

| Name:             | LSF5 Cavalier Investments, LLC      |  |  |
|-------------------|-------------------------------------|--|--|
| Street Address:   | 717 North Harwood Street            |  |  |
| Internal Address: | Suite 2200                          |  |  |
| City:             | Dallas                              |  |  |
| State/Country:    | TEXAS                               |  |  |
| Postal Code:      | 75201                               |  |  |
| Entity Type:      | LIMITED LIABILITY COMPANY: DELAWARE |  |  |

## PROPERTY NUMBERS Total: 3

| Property Type        | Number  | Word Mark                         |
|----------------------|---------|-----------------------------------|
| Registration Number: | 3121101 | QUICK & EASY EVERYDAY SHOP & CAFE |
| Registration Number: | 2437535 | EVERYDAY                          |
| Registration Number: | 2437536 | EVERYDAY                          |

#### CORRESPONDENCE DATA

900086282

Fax Number: (804)344-7999

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

Phone: 804-788-8331

Email: HWRITM@hunton.com Correspondent Name: Stephen P. Demm Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza, East Tower

Richmond, VIRGINIA 23219-4074 Address Line 4:

ATTORNEY DOCKET NUMBER: 69062.001485

NAME OF SUBMITTER: Stephen P. Demm

TRADEMARK

**REEL: 003616 FRAME: 0340** 

| Signature:                                                                                                                             | /Stephen P. Demm/ |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Date:                                                                                                                                  | 09/06/2007        |
| Total Attachments: 3 source=Virginia Oil Company#page1.tif source=Virginia Oil Company#page2.tif source=Virginia Oil Company#page3.tif |                   |

TRADEMARK REEL: 003616 FRAME: 0341

## ASSIGNMENT OF TRADEMARKS

#### RECITALS

- A. Assignor is the owner of certain trademarks and service marks (the "Marks"), and is the owner of registrations for the Marks already registered with the United States Patent and Trademark Office (collectively, the "Registrations"), as more particularly described in Schedule I attached hereto and incorporated by reference herein; and
- B. Assignee desires to obtain for itself all right, title and interest that Assignor may have in and to the Marks and Registrations.

NOW, THEREFORE, BY THIS ASSIGNMENT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its entire right, title and interest, including all common law rights, in and to the Marks and Registrations, together with all of the goodwill of the business symbolized by the Marks and any and all claims Assignor may have either at law or in equity arising out of the past, present or future third party infringement thereof, to have and to hold the Marks and Registrations forever, free and clear of any liens, encumbrances, adverse claims or security interests.

The Assignor hereby authorizes the United States Patent and Trademark Office to record this instrument and to record the Assignee as the owner of the Marks with respect to any such Marks that are currently registered in the Assignor's name.

This Assignment will be binding on the Assignor and its successors and permitted assigns, and will inure to the benefit of the Assignee and its successors and permitted assigns. Nothing contained in this Assignment will be deemed to amend, supplement or modify any of the rights or obligations of the Assignor or the Assignee under the Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the Commonwealth of Virginia, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

TRADEMARK REEL: 003616 FRAME: 0342 Executed as of the date first written above.

**ASSIGNOR:** 

VIRGINIA OIL COMPANY, INCORPORATED

By:

Name: FFWHITE

Title: PRESIDENT

[Signature Page to Assignment of Trademarks]

# **SCHEDULE I**

# Marks and Registrations

| Name of Mark                                       | Jurisdiction | Status     | Reg'n No. | Reg'n Date |
|----------------------------------------------------|--------------|------------|-----------|------------|
| QUICK & EASY<br>EVERYDAY SHOP &<br>CAFÉ and Design | USPTO        | Registered | 3,121,101 | 07/25/2006 |
| EVERYDAY and Design                                | USPTO        | Registered | 2,437,535 | 03/20/2001 |
| EVERYDAY                                           | USPTO        | Registered | 2,437,536 | 03/20/2001 |

ATTEST:

**RECORDED: 09/06/2007** 

**ASSIGNOR:** 

VIRGINIA OIL COMPANY, INCORPORATED

JHW hete

By:

Name: FFWHITE

Title: PRESIDENT

TRADEMARK REEL: 003616 FRAME: 0344