

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Restaurant Finance Corporation		09/07/2007	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oldemark LLC		
<b>Street Address:</b>	100 Bank Street		
<b>City:</b>	Burlington		
<b>State/Country:</b>	VERMONT		
<b>Postal Code:</b>	05401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: VERMONT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2035976	WENVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-558-5600		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Winston & Strawn LLP		
<b>Address Line 1:</b>	35 W. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		
<b>ATTORNEY DOCKET NUMBER:</b>	005617.00008		
<b>NAME OF SUBMITTER:</b>	Liisa M. Thomas		
<b>Signature:</b>	/Liisa M. Thomas/		
<b>Date:</b>	09/17/2007		

CH \$40.00 2035976

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARK**

This agreement is entered into by and between Restaurant Finance Corporation, an Ohio corporation located and doing business at 1 Dave Thomas Blvd., Dublin, Ohio 43017 ("Assignor") and Oldemark LLC, a limited liability company organized under the laws of the State of Vermont located and doing business at 100 Bank Street, Burlington, Vermont 05401 ("Assignee").

WHEREAS, Assignor has adopted, is using and owns the trademark identified in Exhibit A attached hereto (the "Mark"), including the corresponding common law rights and registration;

WHEREAS, Assignor desires to convey, assign, transfer, and deliver to Assignee all of its right, title and interest in and to the Mark and the goodwill associated therewith;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Mark and related goodwill;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby conveys, assigns, transfers, and delivers to Assignee, the entire right, title and interest in and to the Mark together with all rights and privileges granted and secured thereby, including (1) the goodwill of the business associated therewith; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation damages and claims for past or future infringements, dilution, misappropriation and any other violations of the Mark; and (3) all rights of Assignor to sue for past, present and future infringements or misappropriation of the Mark.

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 the Mark.

Executed on this 7<sup>th</sup> day of September 2007.

Restaurant Finance Corporation

By:   
Name: JONATHAN F. CATHERWOOD  
Title: Executive Vice President & Treasurer


LAW DEPT.  \_\_\_\_\_

EXHIBIT A

TRADEMARK

APP./REG. NO.

APP./REG/ DATE

WENVIEW

2,035,976

February 4, 1997

SF:180050.1