

**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>
TMIO, LLC		11/01/2007	LIMITED PARTNERSHIP: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMIO, LLC		
<b>Street Address:</b>	7033 Mill Road		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44141		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2739737	TONIGHT'S MENU INTELLIGENT OVENS	
<b>Registration Number:</b>	2530057	TONIGHT'S MENU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)592-5009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-696-3466		
<b>Email:</b>	trademarks@tuckerellis.com		
<b>Correspondent Name:</b>	Susan L. Mizer		
<b>Address Line 1:</b>	925 Euclid Avenue		
<b>Address Line 2:</b>	1150 Huntington Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>ATTORNEY DOCKET NUMBER:</b>	77414/30265		
<b>NAME OF SUBMITTER:</b>	Susan L. Mizer		
<b>Signature:</b>	/Susan L. Mizer/		

OP \$65.00 2739737

Date:

11/01/2007

Total Attachments: 1

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## ASSIGNMENT

WHEREAS, TMIO, LLC, a limited partnership ("TMIO, LLC (limited partnership)") having its principal offices at 7033 Mill Road, Cleveland, Ohio 44141, has adopted, used, is using and is the owner of the following trademark registrations, which are registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TONIGHT'S MENU INTELLIGENT OVENS and Design	2,739,737	July 22, 2003
TONIGHT'S MENU	2,530,057	January 15, 2002

WHEREAS, TMIO, LLC, a limited liability company having ("TMIO, LLC (limited liability company)") its principal offices at 7033 Mill Road, Cleveland, Ohio 44141, is desirous of acquiring said Trademarks.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, TMIO, LLC (limited partnership), hereby assigns to TMIO, LLC (limited liability company), all right, title and interest in the United States in and to said Trademark registrations, together with the goodwill of the business symbolized by said Trademark registrations, and all causes of action, claims, and demands or other rights for or arising from any infringement, including past infringements of the Trademark registrations.

TMIO, LLC (limited partnership), will, at any time and from time to time, upon request of TMIO, LLC (limited liability company) and at TMIO, LLC's (limited liability company) expense, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to TMIO, LLC (limited liability company), or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, the Trademarks intended to be assigned under this Assignment.

This Assignment is made by TMIO, LLC (limited partnership), without any representation or warranty of any kind whatsoever, including without limitation, any representation or warranty relating to the validity or enforceability or the status of the trademark registration.

This Assignment will be binding upon the successors, assigns, nominees, or other legal representatives of TMIO, LLC (limited partnership).

Executed, this 1 day of November, 2007.

TMIO, LLC (limited partnership)

By: 

Name: David I. Mansbery

Title: Self-Member / President