11-28-2007 U.S. DEPARTMENT OF COMMERCE form **PTO-1594** (Rev. 07/05) United States Patent and Trademark Office OMB Collection 0651-0027 (exp. 6/ EET Y 103464657 To the Director of the U.S. Pate ed documents or the new address(es) below. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Yes Yes The Chase Manhattan Bank Additional names, addresses, or citizenship attached? □ No Name: Daka International, Inc. Internal Individual(s) Association Address: c/o Champps Entertainment, Inc. General Partnership Limited Partnership Street Address: 1551 North Waterfront Parkway, Suite 310 Corporation- State: City: Wichita ✓ Other banking institution State: Kansas Citizenship (see guidelines) New York Zip: 67206 Country: USA Additional names of conveying parties attached? Yes V No Association Citizenship ___ General Partnership Citizenship 3. Nature of conveyance)/Execution Date(s): Limited Partnership Citizenship Execution Date(s) July 17, 1997 Corporation Citizenship Delaware Merger Assignment Other Citizenship Security Agreement ___ Change of Name If assignee is not domiciled in the United States, a domestic ☐ No ✓ Other Release and Termination Agreement (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) A. Trademark Application No.(s) see attached see attached 1934801 Additional sheet(s) attached? Yes C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): see attached 5. Name & address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: 7 registrations involved: Name: Randy M. Friedberg, Esq. 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00 Internal Address: Olshan Grundman Frome Rosenzweig Authorized to be charged by credit card & Wolosky LLP Authorized to be charged to deposit account Street Address: 65 East 55th Street ✓ Enclosed 8. Payment Information: City: New York a. Credit Card Last 4 Numbers Zip:<u>10022</u> State: New York Expiration Date Phone Number: (212) 451-2321 b. Peposit Account Number _ Fax Number: (212) 451-2222 Authorized User Name Email Address: rfriedberg@olshanlaw.com 00000112 1934801 9. Signature: October 24, 2007 FC:8521 0. 40,00 **Ş**ignature FC: 8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RandV M. Friedberg

Name of Person Signing

Total number of pages including cover

sheet, attachments, and document:

Champps Operating Corporation Schedule of Trademarks

Trademark Name	Registration/Serial No.	Registration Date/Filing Date
CHAMPPS AMERICANA	1934801	11/14/95
CHAMPPS	1936515	11/21/05
CHAMPPS AMERICANA	2053083	04/15/97
CHAMPPS	2079548	07/15/97
CHAMPPS AMERICANA	1880959	02/28/95
CHAMP'S (and Design)	1191885	03/09/82
CHAMP'S	1165030	08/11/81

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Names of Additional Receiving Parties

Fuddruckers, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Daka, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Casual Dining Ventures, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Atlantic Restaurant Ventures, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

French Quarter Coffee Company c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Americana Dining Corp. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Champps Entertainment of Edison, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Champps Entertainment of Texas, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Champps Americana, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

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Specialty Concepts, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

The Great Bagel and Coffee Company c/o Champs Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Hospitality Supply, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Fuddruckers Europe, Inc. c/o Champps Entertainment, Inc. 1551 North Waterfront Parkway, Suite 310 Wichita, KS 67206

Pay-off Letter and Termination

May 19, 1997

DAKA International, Inc.
One Corporate Place
55 Ferncroft Road
Danvers, Massachusetts 01923-4001

Compass Holdings, Inc. 2400 Yorkmont Road Charlotte, North Carolina 28217

RE: Termination of Credit Facility and Release of Collateral and Liens

Ladies and Gentlemen:

This letter is provided by the undersigned in reference to the Third Amended and Restated Credit Agreement dated as of October 15, 1996 (as amended by the First Amendment Agreement dated as of February 1, 1997, as further amended by the Second Amendment Agreement dated as of May 7, 1997, the "Credit Agreement"), between DAKA International, Inc. (the "Borrower"), the Subsidiary Guarantors, the Banks named therein and The Chase Manhattan Bank, as Agent (the "Agent"). Capitalized terms used but not defined herein have the meanings set forth in the Credit Agreement.

This letter is to confirm to you that as of the date hereof, the principal amount of the Loan Commitments is \$115,000,000, the outstanding principal amount of all Loans under the Credit Agreement is \$109,919,000 and the face amount of Letter of Credit Obligations under the Credit Agreement is \$3,023,387 (which amounts may increase or decrease from time to time from the date hereof to the hereinafter defined Termination Date due to the revolving nature of the credit facility evidenced by the Credit Agreement). The Borrower has indicated its intention to terminate the Credit Agreement. To effect the termination of the Credit Agreement, the Agent must receive (i) a letter from the Borrower terminating the Commitments and the Interest Rate Protection Agreements, (ii) the outstanding Letters of Credit from the beneficiaries thereof (or cash collateral or such other collateral satisfactory to the Banks in their sole discretion, in either case on terms and conditions satisfactory to the Banks in their sole discretion and (iii) the payment of all Obligations outstanding under the Credit Agreement in full (the "Pay-off Amount") not later than 1:00 p.m. New York, New York time of the date of such termination (the "Termination Date"), as provided in Section 2.12 of the Credit Agreement.

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DAKA International, Inc. Compass Holdings, Inc. May 19, 1997 Page 2

Upon termination of the Commitments and receipt of the Pay-off Amount, the Agent will release or cause to be released all rights, pledges and security interests relating to the assets of the Borrower and the Subsidiary Guarantors created pursuant to the Facility Documents in accordance with a Release and Termination Agreement, the form of which is attached hereto as Attachment A, to be entered into by the Agent simultaneously with receipt of the Pay-off Amount. In connection with the Release and Termination Agreement, the Agent will send or cause to be sent not less than two Business Days prior to the Termination Date (i) fully executed UCC-3 Termination Statements terminating the UCC-1 Financing Statements of record shown on Schedule 2 of the Release and Termination Agreement, (ii) fully executed Mortgage Releases, (iii) all stock certificates and stock powers delivered in connection with the Pledge Agreement (or lost stock affidavits), (iv) all instruments and documents necessary to terminate and release the Liens granted pursuant to the Trademark Security Agreement, each and every other Security Document and all Liens on deposit accounts, (v) all instruments and documents necessary to terminate and release all collateral assignments of promissory notes (the "Assigned Notes") and (iv) the Assigned Notes and the Notes (or lost note affidavits) (collectively, the "Delivered Documents") to LeBoeuf, Lamb, Greene & MacRae, L.L.P., Goodwin Square, 225 Asylum Street, Hartford, Connecticut 06103, Attention: Charles F. Vandenburgh, to be held in escrow. Upon receipt of the Pay-off Amount, the Agent will promptly provide written authorization to Mr. Vandenburgh to release the Delivered Documents and have them filed of record or marked "canceled" as applicable and deliver by telefacsimile a fully executed Release and Termination Agreement, the original copies of which thereafter to be delivered via overnight courier for receipt on the following Business Day.

The Agent hereby acknowledges that upon its receipt of the Pay-off Amount, all Obligations owing under the Credit Agreement will have been paid in full (except those which in accordance with the terms of the Facility Documents expressly survive termination).

This terms of this letter shall not operate as a waiver by the Agent or any Bank or otherwise prejudice the rights, remedies or powers of the Agent or any Bank under the Credit Agreement, the other Facility Documents or applicable law.

This letter shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed, and to be fully performed, in such state.

Sincerely,

THE CHASE MANHATTAN BANK, as Agent and

as a Bank

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DAKA International, Inc. Compass Group PLC May 19, 1997 Page 3

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	By. CMF UMERLY
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	Title: Vice President
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DAKA International, Inc. Compass Group PLC May 19, 1997 Page 3

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DAKA International, Inc. Compass Group PLC May 19, 1997 Page 3

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DAKA International, Inc. Compass Holdings, Inc. May 19, 1997 Page 3

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Title: Sc. Vie Present	2//24
COMPASS HOLDINGS, INC.	
By Mary HKercher	
Namel Mary Hercher	
Title:	

RELEASE AND TERMINATION AGREEMENT

THIS RELEASE AND TERMINATION AGREEMENT (the "Agreement"), dated as of _________, 1997, is entered into by THE CHASE MANHATTAN BANK, a bank organized under the laws of New York, as Agent (the "Agent") for each of the Banks, as defined in the Credit Agreement (as defined below) a party to the Credit Agreement (collectively, the "Lenders") in favor of DAKA INTERNATIONAL, INC., a Delaware corporation (the "Borrower"), and each of the SUBSIDIARY GUARANTORS (as defined in the Credit Agreement) signatory hereto (collectively with the Borrower, the "Obligors").

RECITALS

WHEREAS, the Borrower, the Subsidiary Guarantors, the Banks and the Agent have entered into that certain Third Amended and Restated Credit Agreement dated as of October 15, 1996 (as amended by that certain First Amendment Agreement dated as of February 1, 1997, as further amended by that certain Second Amendment Agreement dated as of May 7, 1997) (collectively, the "Credit Agreement"); and

WHEREAS, in connection with and as a condition precedent to the effectiveness of the Credit Agreement certain collateral documents were executed and delivered by the Borrower and the Subsidiary Guarantors, such agreements being listed on Schedule 1 attached hereto (each agreement, as amended, modified, restated or supplemented, a "Facility Document," and collectively, the "Facility Documents"); and

WHEREAS, the Borrower proposes to terminate the Credit Agreement and has caused to be paid in full the Obligations under the Credit Agreement, and in connection with such termination the Borrower has requested that the Lenders evidence the cancellation of such indebtedness, terminate the liabilities and obligations of each Obligor under the Credit Agreement and the Facility Documents and release the rights, pledges and security interests relating to assets of each Obligor created pursuant to the Facility Documents.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

Section 1. <u>Definitions</u>. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

Section 2. <u>Termination of Agreements</u>. All liabilities and obligations of the Obligors incurred under the Credit Agreement and the Facility Documents (except those which in accordance with the terms of the Facility Documents expressly survive termination) are hereby canceled and terminated and the rights, pledges and security interests relating to the assets of each Obligor created pursuant to the Facility Documents are hereby released and terminated and shall be of no further force and effect from and after the date hereof. Delivered herewith to the Borrower is each original Note executed and delivered to a Bank (or an affidavit of loss) in connection with the Credit Agreement marked to evidence its satisfaction in full and cancellation.

Section 3. <u>Termination of Security Interests</u>. To the actual knowledge of the Agent, all security interests and liens granted or arising with respect to any Obligor to the Agent for the benefit of the Banks under the Credit Agreement and all Facility Documents and the jurisdictions where such security interests or liens exist are listed on Schedule 2 attached hereto. As of the date hereof, all such security interests and liens are hereby released and terminated and shall be of no further force and effect hereafter.

Section 4. <u>Further Assurances</u>. The Agent shall reassign and, if any collateral is in its possession, redeliver the collateral of any Obligor held by the Agent to the Borrower and execute and deliver, at the Borrower's expense, such instruments, financing statements, mortgage releases and other documents as Compass Holdings, Inc., Compass Holdings, Inc. or Compass Interim, Inc. shall reasonably request to evidence the termination and release effected hereby.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY
AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW
YORK

Section 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart

of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. Release. By its acknowledgment hereof, each of the Obligors hereby releases and forever discharges the Agent and each of the Banks and their respective successors, assigns, affiliates, directors, employees and agents from all causes of action, covenants, agreements, damages, claims and demands whatsoever, in law of in equity, which such Obligor ever had or now has in any way relating to or arising out of the Credit Agreement, any other Facility Document or any other document contemplated by or referred to herein or the transactions contemplated hereby or thereby or the enforcement of any of the terms thereof (other than Section 4 hereof).

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE	CHASE MANHATTAN BANK, as Agent
and a	s Lender
Ву:	Patrice A. Demb
	Name: PATRICK A DANIELLO
	Title: VICE PRESIDENT
FLE	ET NATIONAL BANK, 25 2 Bank
By: _	
	Name:
	Title:
MEL	LON BANK, N.A., as a Bank
	,,
By: _	
	Name:
	Title:

of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By:

Name:

Title:

FLEET NATIONAL BANK, as a Bank

By:

Name:

Name:

Name:

Orce

President

MELLON BANK, N.A., as a Bank

By:

Name:

Title:

Title:

THE CHASE MANHATTAN BANK, as Agent

of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. Release. By its acknowledgment hereof, each of the Obligors hereby releases and forever discharges the Agent and each of the Banks and their respective successors, assigns, affiliates, directors, employees and agents from all causes of action, covenants, agreements, damages, claims and demands whatsoever, in law of in equity, which such Obligor ever had or now has in any way relating to or arising out of the Credit Agreement, any other Facility Document or any other document contemplated by or referred to herein or the transactions contemplated hereby or thereby or the enforcement of any of the terms thereof (other than Section 4 hereof).

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE CHASE MANHATTAN BANK, as Agent

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	BANKBOSTON, N.A., as a Bank
	By:
	Agreed and Consented to:
	DAKA INTERNATIONAL, INC.
	By:Name:
	FUDDRUCKERS, INC.
	By:
	DAKA, INC.
	By:
	CASUAL DINING VENTURES, INC.
	By:
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	BANKBOSTON, N.A., as a Bank
	Ву:
	Name: Title:
	Agreed and Consented to:
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	FUDDRUCKERS, INC.
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CEZUED (1/27/6)

November 14, 2007

PARK AVENUE TOWER 65 EAST 55TH STREET NEW YORK, NEW YORK 10022 TELEPHONE: 212.451.2300

WWW.OLSHANLAW.COM

FACSIMILE: 212.451.2222

DIRECT DIAL: 212-451-2321 EMAIL: RFRIEDBERG@OLSHANLAW.COM

<u>VIA FACSIMILE</u>

Director of the United States Patent and Trademark Office Mail Stop: Assignment Recordation Services P.O. Box 1450 Alexandria, VA 22313-1450

Re:

Recordation of Release of Security Interest in Trademarks

Name of Conveying Party: The Chase Manhattan Bank Name of Receiving Party: Daka International, Inc., et al.

Our File No. 06574.003

To Whom It May Concern:

We are the attorneys for the successor-in-interest to the receiving party listed on the attached Recordation Form Cover Sheet. The above-referenced transaction involves the assignment of seven (7) U.S. trademark registrations from The Chase Manhattan Bank to Daka International, Inc.

In accordance with the Notice of Non-Recordation, enclosed please find an amended Trademark Recordation Form Cover Sheet which lists the names and addresses of the receiving parties, the complete address for the assignee, and the assignment document to be recorded. Your office is already in receipt of Check Number 47282 dated October 24, 2007 drawn on the Olshan Grundman Fleet Bank Attorney Office Account and made payable to the Commissioner of Trademarks in the amount of One Hundred Ninety Dollars (\$190.00) to cover the fees associated with this matter.

If there is anything further that you require, please let me know.

Very truly yours,

Randy M. Friedberg

Encls.

559291-1



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

NOVEMBER 02, 2007

PTAS



RANDY M. FRIEDBERG, ESQ.
OLSHAN GRUNDMAN FROME ROSEZWEIG ET AL.
65 EAST 55TH STREET
NEW YORK, NEW YORK 10022

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103457410

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

- 1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME AND ADDRESS OF THE RECEIVING PARTY(S) MUST BE INDICATED ON THE COVER SHEET.
- 2. THE COMPLETE ADDRESS FOR THE ASSIGNEES MUST BE PROVIDED.

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

PAULA MCCRAY-STANLEY, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

RECORDED: 10/29/2007