

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
Mr. Scott A Liston		01/25/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Air Chef Holdings, LLC		
Street Address:	6525 Busch Boulevard		
Internal Address:	Suite 200		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43229		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78009167	AIR CHEF	
Registration Number:	2637294	AIR CHEF	
CORRESPONDENCE DATA			
Fax Number:	(614)451-3156		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	614-451-4227		
Email:	jep@abglawyers.com		
Correspondent Name:	Jerry E. Peer, Jr.		
Address Line 1:	5003 Horizons Drive		
Address Line 2:	Suite 200		
Address Line 4:	Columbus, OHIO 43220		
NAME OF SUBMITTER:	Jerry E. Peer, Jr.		
Signature:	/Jerry E. Peer/		

OP \$65.00 78009167

Date:

01/29/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated as of January 25, 2008 between Scott A. Liston, of 10295 Sage Creek Drive, Galena, Ohio 43021 (the "Assignor"), and Air Chef Holdings, LLC, a Delaware Limited Liability Company, having its principal offices at 6525 Busch Boulevard, Suite 200, Columbus, Ohio 43229, (the "Assignee").

WHEREAS, Assignor is the owner of the U.S. word trademark "Air Chef", Registration No. 2637294, Serial No. 78009167, which was adopted, used and is still in use by Air Chef Holdings, LLC ("Marks"); and

WHEREAS, Assignor has agreed to sell, assign and transfer to Assignee and the Assignee agreed to acquire certain assets from Assignor including all right, title and interest of Assignor in and of the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, and Assignee hereby assumes, all of Assignee's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark registrations and applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that exist or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor agrees to execute all such other documents as may be reasonable needed to establish Assignee as the record owner of the Marks.

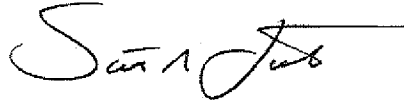
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

This Agreement may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as an original, and all of which constitute, collectively, one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

This Agreement shall be deemed effective as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ASSIGNOR:



Scott A. Liston

ASSIGNEE:

AIR CHEF HOLDINGS, LLC, a Delaware Limited
Liability Company



By: _____
Its ATTORNEY _____