

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. Anthony John Magistro		03/20/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	DON CARMELO'S, INC.		
Street Address:	514 S. 85th Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68114		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2866589	DON CARMELO'S	
CORRESPONDENCE DATA			
Fax Number:	(402)391-0343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402-391-2400		
Email:	tom@whitmorelaw.com		
Correspondent Name:	THOMAS E WHITMORE		
Address Line 1:	7602 PACIFIC STREET, SUITE 200		
Address Line 4:	Omaha, NEBRASKA 68114		
NAME OF SUBMITTER:	Thomas E. Whitmore		
Signature:	/thomase.whitmore/		
Date:	03/20/2008		
Total Attachments: 1			
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OP \$40.00 2866589

TRADEMARK ASSIGNMENT

WHEREAS, Anthony John Magistro, a United States individual, whose address is 514 South 85th Street, Omaha, Nebraska 68114 (hereinafter"ASSIGNOR"), is owner of the trademark "DON CARMELO'S" which is registered in the United States Patent and Trademark Office under Registration Number 2,866,589; and

WHEREAS, DON CARMELO'S, INC., a Nebraska corporation located at 514 South 85th Street, Omaha, Nebraska 68114 (hereafter "ASSIGNEE") is desirous of acquiring said trademark:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign to ASSIGNEE all right, title and interest in and to said trademark, together with the registration and the goodwill of the business symbolized by said trademark, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith. ASSIGNOR agrees to take any and all further reasonable actions requested by ASSIGNEE in order to fully vest the right, title and interest being conveyed to ASSIGNEE pursuant to this Agreement.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Agreement to be executed effective as of this 20th day of March, 2008.

Anthony John Magistro

Anthony John Magistro

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of March, 2008., before me, the undersigned, a Notary Public in and for said county and state, personally appeared Anthony John Magistro, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.

Caryn Redding

Notary Public in and for the
State of Nebraska

My Commission Expires:

