

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unihost, Inc.		07/01/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	American Pie Pizza and Salads, Inc.		
Street Address:	11557 East 12 Mile Road		
City:	Warren		
State/Country:	MICHIGAN		
Postal Code:	48093		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1517602	AMERICAN PIE FOR NON-MEMBERS ONLY!	
Registration Number:	2253641	AMERICAN PIE	
Registration Number:	2503631	AMERICAN PIE	
CORRESPONDENCE DATA			
Fax Number:	(248)364-4285		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ozga@warnpartners.com		
Correspondent Name:	Gregory L. Ozga		
Address Line 1:	691 N. Squirrel Rd		
Address Line 2:	Suite 140		
Address Line 4:	Auburn Hills, MICHIGAN 48326		
ATTORNEY DOCKET NUMBER:	APP-50001		
NAME OF SUBMITTER:	Gregory L. Ozga		
Signature:	/Gregory L. Ozga/		

OP \$90.00 1517602

Date:

07/16/2008

Total Attachments: 4

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State of Georgia

County of Fulton

AGREEMENT TO ASSIGN TRADEMARK RIGHTS

THIS AGREEMENT (this "*Agreement*") is entered into as of ~~June~~^{July} __, 2008 (the "*Effective Date*") by and between UniHost, Inc., a corporation organized under the laws of the State of Georgia ("*UniHost*"), having its office at Suite 410, 100 Ashford Center North, Atlanta, Georgia 30338, and American Pie Pizza and Salads, Inc., a corporation organized under the laws of the State of Michigan ("*American Pie Pizza*"), having its office at 11557 East 12 Mile Road, Warren, Michigan 48093. UniHost and American Pie Pizza are hereinafter collectively referred to as the "*Parties*."

WHEREAS, UniHost desires to assign, and American Pie Pizza desires to acquire, all right, title, and interest in and to a number of trademarks that are owned by UniHost and the goodwill associated with those trademarks.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) paid by American Pie Pizza and Salads, Inc. to UniHost, Inc., for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which each party hereby acknowledges, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "*Assigned Marks*" means the following trademarks listed registered with the United States Patent and Trademark Office: trademark numbers **1,517,602**; **2,253,641**; and **2,503,631**, together with all Intellectual Property Rights therein, including all goodwill associated with those trademarks.

1.2 "*Intellectual Property Rights*" means trademarks, trade names or service marks, pending trademark applications or existing trademark registrations with the United States Patent and Trademark Office, or other intellectual property rights (including common law rights) under applicable law and the goodwill associated therewith.

2. GRANT OF RIGHTS

2.1 UniHost agrees to assign all of UniHost's right, title and interest in the Assigned Marks to American Pie Pizza as set forth in this Agreement. All responsibility for any recordation of the Assigned Marks with the United States Patent and Trademark Office rests with American Pie Pizza and UniHost has no such responsibility. UniHost shall reasonably cooperate with American Pie Pizza in the recordation of the Assigned Marks if necessary.

2.2 UniHost promptly shall deliver to American Pie Pizza all non-privileged documentation pertaining to the Assigned Marks, including copies of all correspondence to or from examining authorities regarding such Assigned Marks.

2.3 UniHost covenants never to use the internet domain named www.AmericanPieAtlanta.net from and after the date of this agreement.

2.4 Unihost agrees not to use the assigned marks now or in the future except for use in public filings with governmental authorities, materials intended for distribution to Unihost stockholders, or any other communication in any medium which describes the contractual relationship between the Parties as assignor and assignee.

3. LIMITED CONSENT TO USE UNIHOST TRADEMARK

3.1 American Pie Pizza shall not use or display the name "*UniHost*" or variations thereof, or other trademarks, tradenames, logos or identifiers using such name or otherwise owned by or licensed to UniHost which have not been assigned or licensed to American Pie Pizza (collectively, the "*UniHost identifiers*"), without the prior written consent of UniHost. However, nothing contained in this Agreement shall prevent American Pie Pizza from using the UniHost name in public filings with governmental authorities, materials intended for distribution to American Pie Pizza stockholders, or any other communication in any medium which describes the contractual relationship between the Parties as assignor and assignee.

3.2 American Pie Pizza acknowledges and agrees that UniHost does not consent to any use of the UniHost identifiers by American Pie Pizza other than as provided above, and that no license to use the UniHost identifiers has been granted to American Pie Pizza by UniHost by this Section 3.

4. WARRANTIES

4.1 UniHost represents and warrants that: (a) it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia and has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) immediately prior to the execution of this Agreement, UniHost is the sole registered owner of the marks with the United States Patent and Trademark Office; and (c) it has the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to Section 2.1 above.

4.2 American Pie Pizza represents and warrants that: (a) it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan and has full power and authority to enter into this Agreement and perform its obligations hereunder.

4.3 Each of the persons executing this agreement represents and warrants that he is authorized to do so on behalf of the party for which he or she executes this agreement.

5. GENERAL

5.1 Entire Agreement. This Agreement constitutes the entire agreement of the Parties.

5.2 Amendment. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of UniHost and American Pie Pizza by their respective duly authorized representatives.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

5.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and the Parties' respective successors and assigns.

5.5 No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.6 Savings Clause. This agreement shall be construed in accordance with the laws of the State of Georgia, exclusive of conflict of laws provisions. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.7 Further Assurances. The Parties agree to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Agreement.

5.8 Indemnity: American Pie Pizza agrees to indemnify and hold harmless UniHost from any liability, cost or damage occasioned by American Pie Pizza's use of the Assigned Marks. Unihost agrees to indemnify and hold harmless American Pie Pizza from any liability, cost or damage occasioned by Unihost's past use of the Assigned Marks.

5.9 Section Headings. The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

UNIHOST, INC.

AMERICAN PIE PIZZA AND SALADS,
INC.

Rich C. [Signature] [Signature]
By: Richard C. [Signature] By: [Signature]
President PRESIDENT
Its: Its: