

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
Crystal Food Services, LLC		08/25/2008	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Treat America Limited
Street Address:	8500 Shawnee Mission Parkway, Suite 100
City:	Merriam
State/Country:	KANSAS
Postal Code:	66202
Entity Type:	CORPORATION: KANSAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2790586	CAPITOL VENDING
Registration Number:	2839318	TOSCANA BISTRO
Registration Number:	2849693	CREATING AMAZING FOOD EXPERIENCES
Registration Number:	2872983	THE C.A.F.E. GROUP
Registration Number:	2891923	THE C.A.F.E. GROUP CREATING AMAZING FOOD EXPERIENCES
Registration Number:	3020456	

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027395723
 Email: chimmelfarb@morganlewis.com
 Correspondent Name: Carolyn Himmelfarb
 Address Line 1: 1111 Morgan, Lewis & Bockius, LLP
 Address Line 2: Attention: TMSU

CH \$165.00 2790586

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 067172-0017

NAME OF SUBMITTER: Carolyn Himmelfarb

Signature: /Carolyn Himmelfarb/

Date: 08/25/2008

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made, executed and delivered as of August 25, 2008 (“Assignment”) among Crystal Food Services, LLC, an Indiana limited liability company (the “Parent”), CF Property, LLC, an Indiana limited liability company (the “Subsidiary Seller” and, together with the Parent, “Assignors”), and Treat America Limited, a Kansas corporation (“Assignee”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors, Assignee and Marsh Supermarkets, Inc. have entered into an Asset Purchase Agreement, dated as of August 8, 2008 (the “Purchase Agreement”), pursuant to which Assignors have agreed to sell, convey, assign, and transfer, and Assignee has agreed to purchase, among other things, Assignors’ entire right, title and interest in and to the Seller Intellectual Property, all as more fully described in the Purchase Agreement; and

WHEREAS, Assignors wish to transfer to Assignee the Seller Intellectual Property and Assignee wishes to acquire the Seller Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, Assignors hereby sell, convey, assign, transfer and deliver unto Assignee and its successors and assigns, all of its right, title and interest in and to the Seller Intellectual Property, including the items identified on Exhibit A hereto, including all rights of recovery for past and future infringement thereof, together with the goodwill of the business, if any, connected with the Seller Intellectual Property.

THIS ASSIGNMENT is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights, obligations, representations, warranties or remedies of Assignors or Assignee thereunder.

THIS ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties as of the date first above written.

ASSIGNORS:

CRYSTAL FOOD SERVICES, LLC

By: *Laura S. Gretencord*
Name: Laura S. Gretencord
Title: General Counsel and Assistant Secretary

CF PROPERTY, LLC

By: *Laura S. Gretencord*
Name: Laura S. Gretencord
Title: General Counsel and Assistant Secretary

ASSIGNEE:

TREAT AMERICA LIMITED

By: _____
Name:
Title:

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties as of the date first above written.

ASSIGNORS:

CRYSTAL FOOD SERVICES, LLC

By: _____
Name:
Title:

CF PROPERTY, LLC

By: _____
Name:
Title:

ASSIGNEE:

TREAT AMERICA LIMITED

By: John W. Mitchell, Jr.
Name: John W. Mitchell, Jr.
Title: President

Exhibit A
to Intellectual Property Assignment Agreement

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
Capitol Vending	2,790,586	December 9, 2003
Toscana Bistro	2,839,318	May 4, 2004
Creating Amazing Food Experiences	2,849,693	June 1, 2004
The C.A.F.E. Group	2,872,983	August 10, 2004
The C.A.F.E. Group Creating Amazing Food Experiences	2,891,923	October 5, 2004
[Design Only] The C.A.F.E. Group	3,020,456	November 29, 2005

Domain Names

<u>Unit</u>	<u>Domain Name</u>	<u>Expiration Date</u>
Capitol Vending	capitolvending.net	May 31, 2009
C.A.F.E. Group	thecafegroup.com	August 8, 2009
Roche	cateringbycafe.com	August 9, 2012
Indiana Government Center	cateringbythecafe.com	November 8, 2008
Not in use	thecafegroup.net	August 8, 2009
Not in use	thecafegroup.org	August 8, 2009
Not in use	toscainindianasquare.com	October 3, 2009

Trade Names

C.A.F.E. Group (Creating Amazing Food Experiences)
Capitol Vending