

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
Economy Restaurant Fixtures, Inc.		03/31/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TriMark ERF, Inc.		
Street Address:	505 Collins Street		
City:	South Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02703		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2492222	BIGTRAY	
Registration Number:	2516648	BIGTRAY	
CORRESPONDENCE DATA			
Fax Number:	(617)235-9312		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 951-7245		
Email:	emilia.cannella@ropesgray.com, shreevani.suvarna@ropesgray.com, erin.dugan@ropesgray.com		
Correspondent Name:	Shreevani R. Suvarna c/o Ropes & Gray		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	105178-0001		
NAME OF SUBMITTER:	Shreevani R. Suvarna		
Signature:	/shreevani suvarna/		

CH \$65.00 2492222

Date:

12/17/2008

Total Attachments: 4

source=BIG TRAY ASSIGNMENT#page1.tif

source=BIG TRAY ASSIGNMENT#page2.tif

source=BIG TRAY ASSIGNMENT#page3.tif

source=BIG TRAY ASSIGNMENT#page4.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is dated as of March 31, 2008 ("Assignment") and shall be effective at the Closing, between Economy Restaurant Fixtures, Inc., a California corporation ("Assignor"), and TriMark ERF, Inc. (f/k/a ERF Acquisition, Inc.), a Delaware corporation ("Assignee").

WHEREAS, Assignor is the user of certain trademarks for which it has obtained Federal trademark registration which are listed in Schedule A, attached hereto;

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of February 8, 2008 (the "Asset Purchase Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, the trademarks listed in Schedules A, referred to collectively herein as the Trademarks and the goodwill associated with the Trademarks;

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

1. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record the ownership of U.S. trademark registrations or applications therefor, to record the Assignee as the owner of the registrations and applications therefor listed on Schedule A hereto;

2. Assignment. Assignor assigns to Assignee all Assignor's rights, titles, and interests in and to the Trademarks, including, without limitation, the goodwill of the business symbolized by the Trademarks, all Assignor's registrations and applications for registration thereof, if any, all Assignor's common law rights in the Trademarks, all Assignor's rights of action accrued and to accrue thereunder and by virtue thereof, including, without limitation, the right to sue and recover for past infringement of the Trademarks, and all Assignor's records and files relating to the Trademarks.

3. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If, for any reason, Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to protect or perfect Assignee's interest in any of the Trademarks, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Trademarks, to secure recordation or registration of the Trademarks and of this Assignment, to demand and receive any and all of the Trademarks, to give receipts and releases for and in respect of the Trademarks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action that Assignee deems necessary or desirable to protect or enforce its rights in the Trademarks. Assignor stipulates and agrees that such appointment is a right coupled with an interest, and that such appointment will survive the incapacity or unavailability of the Assignor at any future time.

4. Covenant Not To Sue. Except in the event of a material breach of any of the terms of the Asset Purchase Agreement by Assignee and/or any document to be delivered hereunder by Assignee, Assignor hereby releases, discharges, and covenants not to assert any claim, cause of action, or right of action against Assignee and/or Assignee's parents, subsidiaries, officers, distributors, affiliates, joint venturers, agents, employees, directors, successors, and assigns in which Assignor asserts that it is the owner of the Trademarks, or has the right to receive royalties or enjoy any other rights and/or benefits Assignor would have if Assignor was an owner of the Trademarks.

5. Non-Use By Assignor. Assignor further covenants that it will cease and desist all uses of the Trademarks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Trademarks before any administrative, governmental, or other tribunal.

6. Conflict with the Asset Purchase Agreement. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by the Assignor or the Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties and other provisions which the Asset Purchase Agreement provides shall survive the date hereof as provided in the Asset Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling. For the avoidance of doubt, and without limitation to the generality of the forgoing, any liability of the Purchaser or the Seller under this Assignment shall be subject to the limitations set forth in Article VII of the Asset Purchase Agreement.

7. Succession and Assignment. Subject to the immediately following sentence, this Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. No party may assign, delegate or otherwise transfer either this Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other party or as otherwise contemplated by the Asset Purchase Agreement.

8. Governing Law. This Assignment will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware.

9. Counterparts. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signature page follows

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ECONOMY RESTAURANT FIXTURES, INC.

By: Jeff Weinstein
Name: Jeff Weinstein
Title: President

ACCEPTED:

TEBARK BRF, INC.

By: [Signature]
Name: Jerry Hyman
Title: President

Signature Page to Assignment of Trademarks

14
15
16
17
18
19

SCHEDULE A: TRADEMARK REGISTRATIONS

Mark	Goods	Reg. No.	Reg. Date	Appl'n. No.	Appl. Date
BigTray		2492222			
BigTray		2516648			

3523492_6.DOC