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
Stevi B's Pizza Enterprises, Inc.		01/31/2008	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	ACG Pizza Partners, LLC	
Street Address:	3060 Peachtree Road NW, Suite 1560	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30305	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2211490	STEVI B'S PIZZA

CORRESPONDENCE DATA

Fax Number: (404)572-5100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

(404)572-4600 Phone:

Email: trademarks@kslaw.com, tlundin@kslaw.com, vbantug@kslaw.com, setelman@kslaw.com, vbantug@kslaw.com, setelman@kslaw.com, vbantug@kslaw.com, vbantu

Correspondent King & Spalding LLP Name:

Address Line

1180 Peachtree Street

Address Line

Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Thomas C. Lundin, Jr.
Signature:	/Thomas C. Lundin, Jr./
Date:	12/22/2008

TRADEMARK **REEL: 003907 FRAME: 0900**

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Total Attachments: 17 source=AssignmentSteviBsPizza#page1.tif source=AssignmentSteviBsPizza#page2.tif source=AssignmentSteviBsPizza#page3.tif source=AssignmentSteviBsPizza#page4.tif source=AssignmentSteviBsPizza#page5.tif source=AssignmentSteviBsPizza#page6.tif source=AssignmentSteviBsPizza#page7.tif source=AssignmentSteviBsPizza#page8.tif source=AssignmentSteviBsPizza#page9.tif source=AssignmentSteviBsPizza#page10.tif source=AssignmentSteviBsPizza#page11.tif source=AssignmentSteviBsPizza#page12.tif source=AssignmentSteviBsPizza#page13.tif source=AssignmentSteviBsPizza#page14.tif source=AssignmentSteviBsPizza#page15.tif

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of January 31, 2008, by and among Stevi B's Pizza Enterprises, Inc., a Georgia corporation, RCS Restaurant Service, Inc., a Georgia corporation, B's, Inc., a Georgia corporation, WR Food Services, Inc., a Georgia corporation, Stevi B's Properties, Inc., a Georgia corporation, Stevi B's Properties #2, Inc., a Georgia corporation, Stevi B's Properties #3, Inc., a Georgia corporation, Stevi B's Properties #4, Inc., a Georgia corporation, Stevi B's Properties #5, a Georgia corporation, Stevi B's Properties #6, Inc., a Georgia corporation, Stevi B's Properties #7, Inc., a Georgia corporation, Stevi B's Properties #8, Inc., a Georgia corporation, Stevi B's Properties #9, Inc., a Georgia corporation, Stevi B's Properties #10, Inc., a Georgia corporation, Stevi B's Properties #11, Inc., a Georgia corporation, Stevi B's Properties #12, Inc., a Georgia corporation, Stevi B's Properties #13, Inc., a Georgia corporation, Stevi B's Properties #14, Inc., a Georgia corporation, Stevi B's Properties #15, Inc., a Georgia corporation, Stevi B's Properties #16, Inc., a Georgia corporation, Stevi B's Properties #17, Inc., a Georgia corporation, Stevi B's Properties #18, Inc., a Georgia corporation, Stevi B's Properties #19, Inc., a Georgia corporation, Stevi B's Properties #20, Inc., a Georgia corporation, Stevi B's Properties #21, Inc., a Georgia corporation, Stevi B's Properties #22, Inc., a Georgia corporation, Stevi B's Properties #23, Inc., a Georgia corporation, Stevi B's Properties #24, Inc., a Georgia corporation, Stevi B's Properties #25, Inc., a Georgia corporation, Stevi B's Properties #26, Inc., a Georgia corporation, Stevi B's Properties #27, Inc., a Georgia corporation, Stevi B's Properties #29, Inc., Stevi B's Property #31, Inc., a Georgia corporation, Stevi B's Ad Fund, an operating business of Richard Stoll and Robert Stoll, Richard Stoll, an individual resident of the State of Georgia, and Robert Stoll, an individual resident of the State of Georgia (collectively, the "Assignors" and each, individually, an "Assignor"), and ACG Pizza Partners, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. ACG Pizza Partners Operating, LP, a Delaware limited partnership and the sole member of Assignee, and ACG Pizza Partners Realty, LP, a Delaware limited partnership and an affiliate of Assignee (collectively, "Purchaser"), and Assignors are parties to that certain Asset Purchase Agreement, dated as of November 27, 2007, as amended (the "Purchase Agreement"), pursuant to which Purchaser has agreed to purchase substantially all of the assets of Assignors used in the Business (capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Purchase Agreement).
 - B. The Assets include certain items of Intellectual Property.
- C. In accordance with the Purchase Agreement, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignors' worldwide right, title and interest in and to (i) the Intellectual Property specified on Schedule 1 attached hereto, (ii) all of the intangible rights and property of the Sellers, including

goodwill, Company Intellectual Property and Company Software, and (iii) all other Intellectual Property which is an asset (collectively, the "<u>Transferred IP</u>").

ASSIGNMENT

NOW, THEREFORE, in exchange for the consideration set forth in the Purchase Agreement and the mutual covenants contained herein and in the Purchase Agreement, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignors do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignors' worldwide right, title and interest in and to the Transferred IP and all rights to sue for infringement of any of the Transferred IP, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions of any of the Transferred IP that may hereafter be secured by Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction.

The Transferred IP is to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely (to the extent that such Transferred IP is fully and entirely assignable by its terms or pursuant to any amendment thereto or any consent received from the licensor thereof on or before the date hereof) as the same would have been held and enjoyed by Assignors had this Assignment not been made.

If and to the extent that, after giving effect to the transfers and assignments contemplated hereby, Assignors have failed to transfer all of the Transferred IP required to be transferred or assigned to Assignee pursuant to the Purchase Agreement, Assignors shall take or cause to be taken at their sole expense such further actions as are required to transfer and assign all such Transferred IP to Assignee. Assignee does not hereby waive, and expressly reserves, its right under the Purchase Agreement to receive all such Transferred IP (including without limitation any indemnification right thereunder with respect to any breach by Assignors of their covenant under the Purchase Agreement to assign the Transferred IP to the Assignee).

- 2. Assignors agree to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives (to the extent such Transferred IP may be assigned by its terms).
- 3. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without reference to its choice of law rules.
- 4. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.



5. The terms of the Purchase Agreement are incorporated herein by this reference. Assignors acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignors and Assignee have caused their duly authorized officers to execute this Assignment as of the date first above written.

[Signatures on following pages.]

ASSIGNORS:	
STEVI B'S PIZZA ENTERPRISES, INC.	State of State of County o
By:	appeared hold for the personally appeared hold for the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person which executed the instrument.
RCS RESTAURANT SERVICE, INC.	Notary Public State of CA ss.: County of COBB
By: Name: Rich Stall Title: Pas	appeared Local Market M
B'S, INC. By: Name: Pout Clot Title: Proc.	Notary Public State of Possilia Sept. 6, 2011 State of Possilia Sept. 6, 2011 Of B'S, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal. Witness my hand and official seal. EXPIRES
	Rotary Public GEORGIA SEPT. 6, 2011



WR FOOD SERVICES, INC.	State of Sta
By: Name: Association of the Control	appeared day of January, 2008, before me, personally appeared of WR FOOD SERVICES, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the least of the course of the instrument.
STEVI B'S PROPERTIES, INC.	Witness my hand and official seal. EXPIRES GEORGIA Notary Public State of OKEE CO
By:	on this day of January, 2008, before me, personally appeared of STEVI B'S PROPERTIES INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official season.
STEVI B'S PROPERTIES #2, INC.	State of HA SS.: County of the
By: MM Name: About the!' Title:	propered (1) of STEVI B'S PROPERTIES #2, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in
	his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness by hand and official section (ARY) Notary Public PUBLICATION PUBLICAT

STEVI B'S PROPERTIES #3, INC.	State of Sta
By: Name: Robot Stol/ Title: Pas-	on this day of January, 2008, before me personally appeared DOP of STEVI B'S PROPERTIES #3, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #4, INC.	Notary Public State of On the day of January, 2008, before me, personally
By: Name: Na	appeared OF STEVI B'S PROPERTIES #4, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #5, INC.	Notary Public State of County of Object
By: Name: Title:	appeared day of January, 2008, before me, personally appeared of STEVI B'S PROPERTIES #5, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	Notary Public BONG AND

STEVI B'S PROPERTIES #6, INC.	State of Sta
By: Name: Title:	appeared bor this day of January, 2008, before me, personally appeared bor to the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #7, INC.	Notary Public State of CA County of COBB Ss.: County of COBB
Name:	appeared day of January, 2008, before me, personally appeared of STEVI B'S PROPERTIES #7, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #8, INC.	Notary Public State of Public State of Sta
By: Name: Ask Skill Title: Year	appeared of STEVI B'S PROPERTIES #8, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person extend executed the
	Witness my hand and official teal. KING Notary Public PUBLIC OF ROKELLING PUBLIC OF ROKELL

STEVI B'S PROPERTIES #9, INC.	State of CA ss.: County of OBB
By: Name: Name: Not shot! Title:	appeared of STEVI B'S PROPERTIES #9, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #10, INC.	Witness my hand and official seal 1das VIDUOAD Notary Public State of 6 Ss.: VANIAHAMINITED SS.: VANIAHAMINITED SS.: VANIAHAMINITED ST. VANIAHAMINITED ST. VANIAHAMINITED SS.: VANIAHAMINITED ST. VANIAHAMI
By: My My Name: By-1 stor Title:	appeared day of January, 2008, before me, personally appeared of STEVI B'S PROPERTIES #10, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of, which the person acted, executed the instrument.
STEVI B'S PROPERTIES #11, INC.	Notary Public State of County of OB St.: Objective to this of the county of OB St.: Objective to this of the county of OB St.: Objective to this of the county of OB St.: Objective to this of the county of OB St.: Objective to this of the county of OB St.: Objective to the co
By: MM Name: Colored Title: Market	appeared the state of steven and the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	Witness my hand and office and the state of



)	STEVI B'S PROPERTIES #12, INC.	State of State of COODS ss.: County of COODS
	By: Name: Port You	appeared day of January, 2008, before me, personally appeared of STEVI B'S PROPERTIES #12, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf, of which the person acted, executed the instrument.
	STEVI B'S PROPERTIES #13, INC.	Notary Public State of County of OBB SS.:
	By: MLM Name: As Libert Title: 1~,	appeared of STEVI B'S PROPERTIES #13, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	STEVI B'S PROPERTIES #14, INC.	County of 100)
	By: Name: White:	appeared day of January, 2008, before me, personally appeared of STEVI B'S PROPERTIES #14, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
		SEPTION OF STATE OF S

STEVI B'S PROPERTIES #15, INC.	State ofss.: County of
By: Name: Na	appeared to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #16, INC.	Notary Public State of CA ss.: County of COBB Witness my hand and officer stal. SEPT. 6, 2011 SEPT. 6, 2011
By:	appeared of STEVI B'S PROPERTIES #16, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #17, INC.	Witness my hand and official total. EXPIRES Notary Public State of OFFICE State of County of COUNTY OFFICE STATE OF COUNTY
By: Name: Na	appeared day of January, 2008, before me, personally appeared for STEVI B'S PROPERTIES #17, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	Witness my hand and official seal A. KING ARY Public RPIRES A. KING A. KING ARY Public RPIRES A.

STEVI B'S PROPERTIES #18, INC.	State ofss.: County ofss.:
By: Name: 100 1 Shell Title: 100 1	peared to the day of January, 2008, before me, personally appeared to the personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #19, INC.	Witness my hand and office a seal. Expires Notary Public State of CA ss.: County of 0088
By: Name: Do - tod Title:	on this day of January, 2008, before me, personally appeared to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #20, INC.	Witness my hand and official SEPT. 6. 2011 State of Official SEPT. 6. 2011 State of Official SEPT. 6. 2011 OKEE COUNTY OF THE PROPERTY OF T
By: Name: Shubshul Title: Van	appeared day of January, 2008, before me, personally appeared of STEVI B'S PROPERTIES #20, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	Witnessmy hand and official A. KINOTARY Notary Public EXPIRES AUBLIC OUT

STEVI B'S PROPERTIES #21, INC.	State of COBB ss.:
By: MAN	on this day of danuary, 2008, before me, personally appeared of STEVI B'S PROPERTIES #21, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #22, INC.	Witness my hand and official real of TAG SEPT 8 2011 State of CA SS.: County of Tage of Lagrangian Sept 8 2011 State of CA SS.: County of Tage of Lagrangian Sept 8 2011 A Lagrangian Sept 8 2011
By: Name: Rowe (foll Title: Pec	appeared for STEVI B'S PROPERTIES #22, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #23, INC.	Notary Public State of OBLIC County of the
By: Why Why Name:	appeared to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	Notary Public GEORGIA SEPT. 6, 2011

STEVI B'S PROPERTIES #24, INC.	State of Ss.: County of OSB
By: Name: D-t Stull Title:	appeared day of January, 2008, before me, personally appeared of STEVI B'S PROPERTIES #24, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #25, INC.	Notary Public State of COUNTY of COBO On this County of COBO On this County of Cobo day of County of Cobo day o
By: Shill Sh	PROPERTIES #25, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #26, INC.	Notary Public State of Ch ss.: County of OBB State of Ch State
By: Name: forms str 1/	appeared of STEVI B'S PROPERTIES #26, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	Witness fry hand and pricial seavor Public PUBLIC ON TARY Public SEPT. 6, 2011

STEVI B'S PROPERTIES #27, INC.	State of State of County of Clobs
By: Name: Title:	of STEVI B'S PROPERTIES #27, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
STEVI B'S PROPERTIES #29,	Witness my hand and official seal. EXPIRES OPORCIA Notary Public State of Characteristics Opening Opening
INC.	County of OAB B THE COUNTY
By: Name: Port stell Title: Stevi B'S PROPERTY #31,	On this 2 day of January, 2008, before me, personally appeared PROPERTIES #29, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon health at which the person acted, executed the instrument. Witness my hand and others settlemes GEORGIA For a providence of STEVI B'S PROPERTIES #29, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon health at which the person acted, executed the instrument. OTAR O
By: WANAME: Rotat Stoll Title:	appeared County of STEVI B'S PROPERTY #31, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal. Witness my hand and official seal. Notary Public GPORGIA SEPT. 6, 2011

State of STEVI B'S AD FUND County of day of January, 2008, before me, personally appeared each of Richard Stoll and Robert Stoll, each an Authorized Signatory of STEVI B'S AD FUND, personally known to me (or proved to Name: Richard Stoll me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that each Title: Authorized Signatory executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, By: executed the instrument Name: Robert Stoll Title: Authorized Signatory Witness my hand and off State of CA County of (1) On this 24 day of January, 2008, before me, personally appeared Richard Stoll, personally known to me (or proved to me on the Richard Stoll basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness my hands County of miday of January, 2008, before me, personally appeared Robert Stoll, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Notary Public

ASSIGNEE:

ACG PIZZA PARTNERS, LLC

By: ACG Pizza Partners Operating, LP

Its Sole Member

By: ACG Pizza Partners GP,

LLC

Its General Partner

By: ACG Pizza Partners

Holdings, LLC Its Sole Meanber

By:

Name: Karl Jaeger Title:\ Manager

day of January, 2008, before me, personally On this appeared Karl Jaeger, Manager of ACG PIZZA PARTNERS HOLDINGS, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

itness my hand and official seal.

HAYLEY H. COUCH

TRADEMARK

REEL: 003907 FRAME: 0917

SCHEDULE 1

Trademarks and Domain Names

The following trademark (whether registered or not) and related rights: STEVI B'S PIZZA

The following domain names:

- 1) www.stevibs.com
- 2) www.stevibspizza.com

TRADEMARK REEL: 003907 FRAME: 0918

RECORDED: 12/22/2008