

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
Megargy Licencia Hasznosito Reszvenytarsasag		04/30/2008	COMPANY:

RECEIVING PARTY DATA

Name:	Megargy Licensing Limited Liability Company
Also Known As:	AKA Megargy Kft., Luxemboug Branch
Street Address:	16, Avenue Pasteur
City:	L-2310 Luxembourg
State/Country:	LUXEMBOURG
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77232988	AMAZIN' BITES
Serial Number:	77232980	BUNCH O' BITES
Registration Number:	0827257	
Registration Number:	0565109	
Registration Number:	1265871	D'ITALIANO
Registration Number:	1733390	D'ITALIANO REAL ITALIAN BREAD
Registration Number:	0968304	DUTCH COUNTRY
Registration Number:	1655695	MAIER'S
Registration Number:	2614090	NOOKS & CRANNIES
Registration Number:	0853756	SAHARA
Registration Number:	1249968	THE ORIGINAL THOMAS ENGLISH MUFFINS FORK SPLIT TOASTED ENGLISH MUFFINS
Registration Number:	0827258	THOMAS'
Registration Number:	0215997	THOMAS'

CH \$465.00 77232988

Registration Number:	3349935	THOMAS'
Registration Number:	3195196	THOMAS' HEARTY GRAINS
Registration Number:	0684234	TOAST-R-CAKES
Registration Number:	0762418	TOAST-R-CAKES
Registration Number:	2597085	THOMAS'

CORRESPONDENCE DATA

Fax Number: (949)654-5481
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9496545468
Email: arnold@fr.com
Correspondent Name: Leslie Arnold
Address Line 1: P.O. Box 1022
Address Line 2: Fish & Richardson P.C.
Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 15832-001001

DOMESTIC REPRESENTATIVE

Name: Fish & Richardson P.C.
Address Line 1: P.O. Box 1022
Address Line 4: Minneapolis, MINNESOTA 55440-1022

NAME OF SUBMITTER: Leslie Arnold

Signature: /lya/

Date: 01/28/2009

Total Attachments: 5
source=TM Assignment Megargy Licencia Hasz. First Step Recordation Exhibittcan001#page1.tif
source=TM Assignment Megargy Licencia Hasz. First Step Recordation Exhibittcan001#page2.tif
source=TM Assignment Megargy Licencia Hasz. First Step Recordation Exhibittcan001#page3.tif
source=TM Assignment Megargy Licencia Hasz. First Step Recordation Exhibittcan001#page4.tif
source=TM Assignment Megargy Licencia Hasz. First Step Recordation Exhibittcan001#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of April 30, 2008, by and between Megargy Licencia Hasznosító Részvénytársaság, a company organized under the laws of Hungary ("Assignor"), and Megargy Licensing Limited Liability Company, acting through its Luxembourg branch, which is also known as Megargy Kft., Luxembourg Branch, a company organized under the laws of Hungary ("Assignee").

WHEREAS, Assignor has agreed to contribute to Assignee and Assignee agrees to receive from Assignor the United States trademark applications and registrations identified and set forth on Schedule 1 attached hereto and incorporated herewith (collectively, the "Marks"), and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interests in and to the Marks, together with the goodwill of the business in connection with which the Marks are used;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to said Marks, all registrations and applications thereof, all rights derived from or associated with the use of the Marks by Assignor, together with the goodwill of the business symbolized by said Marks, and the right to sue for past, present and future infringements or dilution of or damage to the Marks and the right to collect and own any monetary or other damages as a result thereof.


Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to

permit Assignee to be duly recorded as the registered owner of the Marks in the United States. Assignee shall be responsible for all fees for recordation of this Assignment and Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

This Trademark Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have caused this Trademark Assignment to be executed by their duly authorized representatives effective as of the date first above written.

Megargy Licencia Hasznosító Részvénytársaság

By: 


Name: DAMIEN WARDE

Title: DIRECTOR.

Date: January __, 2009

IN WITNESS WHEREOF the parties have caused this Trademark Assignment to be executed by their duly authorized representatives effective as of the date first above written.

**Megargy Licensing Limited Liability Company,
acting through its Luxembourg branch**

By:  _____

Name: Christophe Oliveira

Title: Branch Manager

Date: January 16, 2009

Schedule 1

Trademark	App. No.	Reg. No.
AMAZIN' BITES	77/232988	N/A
BUNCH O'BITES	77/232980	N/A
COACH & FOUR Design	72/238317	827257
COACH & FOUR Design	71/623487	565109
D'ITALIANO	73/334016	1265871
D'ITALIANO REAL ITALIAN BREAD AND DESIGN	74/259263	1733390
DUTCH COUNTRY (stylized)	72/444417	968304
MAIER'S DESIGN	74/086515	1655695
NOOKS & CRANNIES	76/115473	2614090
SAHARA	72/273313	853756
THE ORIGINAL THOMAS ENGLISH MUFFINS & Design	73/349017	1249968
THOMAS'	72/238318	827258
THOMAS'	71/226313	215997
THOMAS' COACH & FOUR PLAQUE DESIGN & COLOUR	78/804603	3349935
THOMAS' HEARTY GRAINS	78/678968	3195196
TOAST-R-CAKES	72/033580	684234
TOAST-R-CAKES	72/151791	762418
THOMAS'	76/120799	2597085

CHDB02 5234799 08042241