

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
J.D. Sweid Ltd.		03/30/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	J.D. Sweid Lands Ltd.		
Street Address:	7542 Gilley Avenue		
City:	Burnaby, British Columbia		
State/Country:	CANADA		
Postal Code:	V5J 4X5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78670705	HAMPTON HOUSE PREMIUM QUALITY. SIMPLY DELICIOUS.	
Registration Number:	3010697	HAMPTON HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(703)760-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-760-7700		
Email:	trademark-dc@mofo.com		
Correspondent Name:	Barry E. Bretschneider		
Address Line 1:	1650 Tysons Boulevard		
Address Line 2:	Suite 400		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	52427-6001.000		
DOMESTIC REPRESENTATIVE			
Name:			

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Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Barry E. Bretschneider
Signature:	/Barry E. Bretschneider/
Date:	04/08/2009

Total Attachments: 3
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TRADE-MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made as of MARCH 30th, 2009.

BETWEEN:

**J.D. Sweid Ltd.
7542 Gilley Avenue
Burnaby, British Columbia
V5J 4X5, Canada**

(hereinafter the "Assignor");

AND:

**J.D. Sweid Lands Ltd.
7542 Gilley Avenue
Burnaby, British Columbia
V5J 4X5, Canada**

(hereinafter the "Assignee");

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

PREAMBLE

WHEREAS the Assignor is the owner of the Canadian and United States trade-marks bearing the Canadian and United States application/registration numbers set out in the attached **Schedule "A"** (the "Trade-marks");

AND WHEREAS the Assignor has assigned, sold and transferred unto the Assignee, the business of the Assignor related to the Trade-marks, including all of the Assignor's rights, title and interest in and to the Trade-marks;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trade-marks, including, without limitation, all common law rights and the goodwill associated with the Trade-marks in Canada and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-marks and to receive registrations therefore. The Assignor agrees not to oppose any application by the Assignee for the Trade-marks in any country.

2. COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof.

3. GENERAL PROVISIONS

3.1 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

3.3 **Counterparts.** This Agreement may be executed 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.

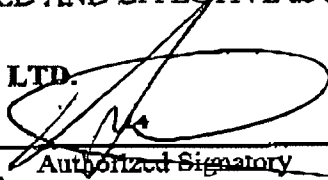
3.4 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.5 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the first date noted above.

J.D. SWEID LTD.

Per:


Authorized Signatory

Per:



Authorized Signatory

J.D. SWEID LANDS LTD.

Per:


Authorized Signatory

Per:


Authorized Signatory

SCHEDULE "A"

<u>Trade-mark</u>	<u>Application/Registration No.</u>
Canada	
1. BUFFALO BITES	TMA684,218
2. CARE LINE	TMA450,458
3. CENTURY & DESIGN	TMA598,400
4. CENTURY & CHICKEN DESIGN	TMA307,991
5. CENTURY BRAND	TMA117,019
6. CENTURY & DESIGN	TMA284,821
7. CHICKEN CREATIONS	1,401,795
8. CHICKEN DIP-ITS	TMA691,489
9. CHICKEN GRILLERS	TMA422,850
10. HAMPTON HOUSE	TMA261,350
11. HAMPTON HOUSE & DESIGN	TMA656,530
12. HAMPTON HOUSE COUNTRY CLASSIC	TMA364,924
13. J D SWEID FOODS	TMA700,439
14. J.D. SWEID & DESIGN	TMA440,053
15. JD SWEID & DESIGN	TMA700,438
16. JDS & DESIGN	TMA204,795
17. TLC	TMA529,744
United States	
1. HAMPTON HOUSE	3,010,697
2. HAMPTON HOUSE PREMIUM QUALITY. SIMPLY DELICIOUS, and DESIGN	78/670,705

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