

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
HOME BISTRO FOODS, INC.		06/19/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DINEWISE, INC.
Street Address:	500 Bi-County Blvd.
Internal Address:	Suite 400
City:	Farmingdale
State/Country:	NEW YORK
Postal Code:	11735
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2613794	
Registration Number:	2802617	HOME BISTRO
Registration Number:	3290379	CHEF-PREPARED MEALS DELIVERED TO YOUR DOOR NATIONWIDE
Registration Number:	3434531	HEALTHY MEALS MADE EASY
Serial Number:	77218288	HEALTHY MEALS MADE EASY

CORRESPONDENCE DATA

Fax Number: (212)704-5987
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2127046125
 Email: trademarks@troutmansanders.com
 Correspondent Name: Karl M. Zielaznicki, Esq.
 Address Line 1: Troutman Sanders LLP
 Address Line 2: 600 Peachtree St., NE, STE 5200
 Address Line 4: Atlanta, GEORGIA 30308-2216

OP \$140.00 2613794

ATTORNEY DOCKET NUMBER:	039564.000006
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	06/19/2009
Total Attachments: 3 source=homebistro#page1.tif source=homebistro#page2.tif source=homebistro#page3.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT effective as of the 3rd day of June, 2009 (this "Agreement"), by and between, HOME BISTRO FOODS, INC., a Delaware corporation and a debtor/debtor in possession under Chapter 11 of the Bankruptcy Code ("Seller") and DINEWISE, INC., a Nevada corporation ("Buyer").

WHEREAS, Seller filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court"), designated Case No. 09-10908 on March 20, 2009;

WHEREAS, Seller continued operating as a debtor in possession with no trustee or examiner having been sought or appointed, and therefore had continued possession of its assets and management of its business under Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement (the "Asset Purchase Agreement") and a related Bill of Sale and Assignment Agreement (the "Bill of Sale"), each dated June 1, 2009, under which Buyer purchased from Seller all right, title and interest in and to certain Purchased Assets (as defined therein) including, without limitation, the trademarks and service marks and applications/registrations set forth on Schedule A hereto and incorporated herein by reference (the "Assigned Marks") with approval of the Bankruptcy Court;

WHEREAS, Buyer desires to confirm the assignment from the Seller of all of the Seller's right, title and interest in and to the Assigned Marks; and

WHEREAS, Buyer is willing to accept such assignment on the terms and conditions set forth herein and in the Asset Purchase Agreement/Bill of Sale.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

Seller hereby confirms its transfer and assign to Buyer all of its right, title and interest in and to the Assigned Marks, together with any and all extensions or renewals thereof, any goodwill associated with the Assigned Marks along with that portion of Seller's business in connection with which Seller had a *bona fide* intention to use any of the Assigned Marks and the right to sue both in equity and for damages for any infringements thereof.

This Agreement is executed pursuant to the Asset Purchase Agreement/Bill of Sale and is entitled to the benefits and subject to the provisions thereof (including the representations, warranties and covenants, governing law, etc. contained therein) and shall be binding upon and inure to the benefit of the parties thereto and hereto and their respective successors and assignees. If there is a conflict, or in the event of any ambiguity between the terms of this Agreement, the Bill of Sale and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller has hereunto set their hand this 18 day of June, 2009.

HOME BISTRO FOODS, INC.

By: *Stephen Heber*

Name: Stephen Heber

Title: EFO

STATE OF New York }
 } ss:
COUNTY OF Chaton }

On this 18 day of June, 2009 before me personally Melanie A. Miner appeared Stephen Heber, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Home Bistro Foods, Inc., who being by me duly sworn did depose and say that he/she is an authorized attorney in fact of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Melanie A. Miner
Notary Public

MELANIE A. MINER
Notary Public, State of New York
No. 01M16198892
County of Clinton
Commission Expires 01/05/2013

ACCEPTED AND ACKNOWLEDGED:

DINEWISE, INC.

By: *Thomas McNeill*

Name: Thomas McNeill

Title: Vice President and Chief
Financial Officer

SCHEDULE A

ASSIGNED MARKS

Mark	Application/ Registration No.	Filing/Reg. Date
UNITED STATES		
Miscellaneous design	2,613,794	September 3, 2002
HOME BISTRO	2,802,617	January 6, 2004
CHEF-PREPARED MEALS DELIVERED TO YOUR DOOR NATIONWIDE	3,290,379	September 11, 2007
HEALTHY MEALS MADE EASY	3,434,531	May 27, 2008
HEALTHY MEALS MADE EASY	77/218,288	June 28, 2007

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