

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEWCOMB-BRYSON, LLC		07/13/2009	LIMITED LIABILITY COMPANY: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	NEWK'S HOLDING COMPANY, LLC		
Street Address:	1311 University Avenue		
City:	Oxford		
State/Country:	MISSISSIPPI		
Postal Code:	38655		
Entity Type:	LIMITED LIABILITY COMPANY: MISSISSIPPI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3088092	NEWK'S EXPRESS CAFE	
CORRESPONDENCE DATA			
Fax Number:	(516)663-6705		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	516-663-6505		
Email:	jdemaro@rmfpc.com		
Correspondent Name:	John A. DeMaro		
Address Line 1:	1425 RXR Plaza		
Address Line 2:	14th Floor		
Address Line 4:	Uniondale, NEW YORK 11556		
ATTORNEY DOCKET NUMBER:	1311700-00001		
NAME OF SUBMITTER:	John A. DeMaro		
Signature:	/John A. DeMaro/		

OP \$40.00 3088092

Date:

07/22/2009

Total Attachments: 2

source=assig wo#page1.tif

source=assig wo#page2.tif

TRADEMARK ASSIGNMENT

This trademark assignment agreement (the "Assignment") is made as of July 13, 2009 by and between Newcomb-Bryson, LLC, a Mississippi limited liability company with a principal place of business located at 2211 Jeff Davis Drive, Oxford, Mississippi 38655 (the "Assignor") and Newk's Holding Company, LLC, a Mississippi limited liability company with a principal place of business located at 1311 University Avenue, Oxford, Mississippi 38655 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark "NEWK'S EXPRESS CAFE" (the "Trademark"), and owns the registration for the Trademark on the Principal Register of the U.S. Patent and Trademark Office ("USPTO") in connection with Class 43: restaurant services (Registration No. 3088092), and further is the sole and exclusive owner of all goodwill associated therewith (the "Trademark Rights"); and

WHEREAS, Assignor desires to transfer, sell and assign all right, title and interest in and to the Trademark Rights to Assignee, and Assignee desires to acquire all rights title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed upon between the parties as follows:

Assignor hereby irrevocably and unconditionally sells, assigns and transfers to Assignee, its successors and assigns, all rights, title, ownership, and interest throughout the world in and to the Trademark Rights, including without limitation (i) all goodwill in, incorporated or embodied in or associated with the Trademark, (ii) all causes of action, past, present and future for infringement or unfair competition with respect to the Trademark that Assignor may have against third parties, (iii) all appurtenant inventory, advertising and promotional materials, labels and signage, wherever located, and (iv) all applications and registrations filed with any government agency or jurisdiction throughout the world including but not limited to those filed with the USPTO.

Assignor is hereby selling, assigning and transferring the Trademark and Trademark Rights free and clear of all liens, pledges, security interests or other encumbrances or restrictions on transfer of any kind whatsoever.

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

Assignor: NEWCOMB-BRYSON, LLC

Assignee: NEWK'S HOLDING COMPANY, LLC

By: Debra Bryson

By: Debra Bryson

Print: DEBRA BRYSON

Print: DEBRA BRYSON

Date: 07/20/09

Date: 07/20/09

STATE OF)
) ss.:
COUNTY OF)

On this 20 day of July, 2009, DEBRA BRYSON personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as an officer of Newcomb-Bryson, LLC and that by her signature on the foregoing Trademark Assignment dated as of July 20, 2009, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Darcy P. Ross
NOTARY PUBLIC
ID # 91697
DARCY P. ROSS
NOTARY PUBLIC
Commission Expires
Nov. 16, 2012
LA FAYETTE COUNTY
STATE OF MISSISSIPPI

STATE OF)
) ss.:
COUNTY OF)

On this 20 day of July, 2009, DEBRA BRYSON personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as an officer of Newk's Holding Company, LLC and that by her signature on the foregoing Trademark Assignment dated as of July 20, 2009, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Darcy P. Ross
NOTARY PUBLIC
ID # 91697
DARCY P. ROSS
NOTARY PUBLIC
Commission Expires
Nov. 16, 2012
LA FAYETTE COUNTY
STATE OF MISSISSIPPI