

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |  |
|----------------------------------|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |  |
| <b>NATURE OF CONVEYANCE:</b>     | Assignment   |                       |  |
| <b>CONVEYING PARTY DATA</b>      |  |                       |  |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                     |
| NEWCO DINING, LLC                |  | 07/02/2009            | LIMITED LIABILITY COMPANY: MISSISSIPPI |
| <b>RECEIVING PARTY DATA</b>      |  |                       |  |
| <b>Name:</b>                     | NEWK'S HOLDING COMPANY, LLC  |                       |  |
| <b>Street Address:</b>           | 1311 University Avenue   |                       |  |
| <b>City:</b>                     | Oxford   |                       |  |
| <b>State/Country:</b>            | MISSISSIPPI  |                       |  |
| <b>Postal Code:</b>              | 38655  |                       |  |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: MISSISSIPPI   |                       |  |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |  |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>            | 77534842   | THE DEBRA             |  |
| <b>Serial Number:</b>            | 77534693   | NEWK'S "Q"            |  |
| <b>Serial Number:</b>            | 77534964   | TO GO                 |  |
| <b>Serial Number:</b>            | 77534894   |                       |  |
| <b>CORRESPONDENCE DATA</b>       |  |                       |  |
| <b>Fax Number:</b>               | (516)663-6705  |                       |  |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |  |
| <b>Phone:</b>                    | 516-663-6505   |                       |  |
| <b>Email:</b>                    | jdemaro@rmfpc.com  |                       |  |
| <b>Correspondent Name:</b>       | John A. DeMaro   |                       |  |
| <b>Address Line 1:</b>           | 1425 RXR Plaza   |                       |  |
| <b>Address Line 2:</b>           | 14 Floor   |                       |  |
| <b>Address Line 4:</b>           | Uniondale, NEW YORK 11556  |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 1311700-00001  |                       |  |

**OP \$115.00 77534842**

|  |                  |
|--|------------------|
| NAME OF SUBMITTER:   | John A. DeMaro   |
| Signature:   | /John A. DeMaro/ |
| Date:  | 07/22/2009       |
| Total Attachments: 3<br>source=Assign with Sch#page1.tif<br>source=Assign with Sch#page2.tif<br>source=Assign with Sch#page3.tif |                  |

TRADEMARK ASSIGNMENT

This trademark assignment agreement (the "Assignment") is made as of July 2, 2009 by and between Newco Dining, LLC, a Mississippi limited liability company with a principal place of business located at 1311 University Avenue, 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 trademarks listed in Schedule A annexed hereto ("Trademarks") and all goodwill associated therewith (together, the "Trademark Rights");

WHEREAS, Assignor desires to transfer, sell and assign all right, title and interest in 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 Trademarks, (ii) all causes of action, past, present and future for infringement or unfair competition with respect to the Trademarks 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 Trademarks 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: NEWCO DINING, LLC

Assignee: NEWK'S HOLDING COMPANY, LLC

By: Debra Bryson

By: Debra Bryson

Print: DEBRA BRYSON

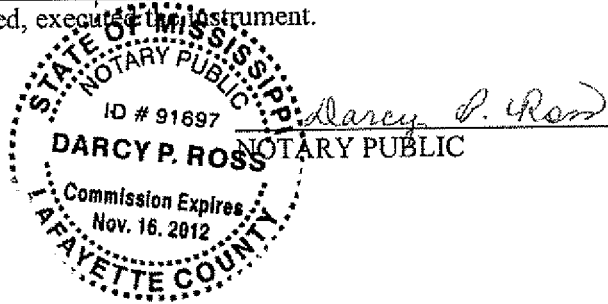
Print: DEBRA BRYSON

Date: 07/20/09

Date: 07/20/09

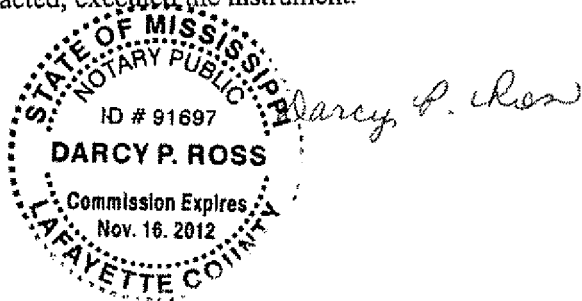
STATE OF )  
 ) ss.:  
COUNTY OF )

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.

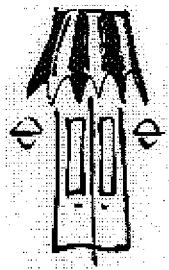


STATE OF )  
 ) ss.:  
COUNTY OF )

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.



**SCHEDULE A**

| <b>Mark</b>   | <b>Application No.</b> | <b>Goods and/or Services</b>  | <b>Application date</b> | <b>Registration No.</b> |
|---|------------------------|---|-------------------------|-------------------------|
| THE DEBRA   | 77/534,842             | Class 30: Pizza   | July 30, 2008           |                         |
| NEWK'S "Q"  | 77/534,693             | Class 30: Sandwiches  | July 30, 2008           |                         |
| TO GO (Stylized)  | 77/534964              | Class 43: Restaurant services, including sit-down service of food and take-out restaurant service | July 30, 2008           | 3,586,537               |
| Design Mark<br> | 77/534,894             | Class 43: Cafe and restaurant services  | July 30, 2008           | 3,586,533               |