

**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
Pattco, Inc.		01/29/2010	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

Name:	Flatout, Inc.
Street Address:	183 East Putnam Avenue
Internal Address:	c/o North Castle Partners, L.L.C.
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2456847	BETTER THAN SLICED BREAD
Registration Number:	2995960	CARBDOWN
Registration Number:	3286693	FANINI GRILLERS
Registration Number:	2456804	FLATOUT
Serial Number:	77478013	FLATOUT EDGE ON
Registration Number:	3599003	FLATOUT NATURALS
Serial Number:	77478048	FLATOUT SNACKOUTS
Serial Number:	77687299	FOLDIT
Registration Number:	3693096	LAYOUT LAVASH
Registration Number:	3125332	THINK FLAT. GET THIN.
Serial Number:	77877588	
Serial Number:	77875732	

**CORRESPONDENCE DATA**

**900155623**

**TRADEMARK  
 REEL: 004156 FRAME: 0311**

**CH \$315.00 2456847**

Fax Number: (212)735-8708  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212 735-8760  
Email: jhershberg@morrisoncohen.com  
Correspondent Name: Jared A. Hershberg, Esq.  
Address Line 1: 909 Third Avenue, 27th Floor  
Address Line 2: c/o Morrison Cohen LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	017370-0047(JHERSHBERG)
NAME OF SUBMITTER:	Jared Hershberg
Signature:	/J HERSHBERG/
Date:	02/25/2010

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of January 29, 2010, is made by Pattco, Inc., a Michigan corporation ("Assignor"), in favor of Flatout, Inc., a Delaware corporation (the "Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to those trademarks, service marks, slogans, trade names and the like and all goodwill associated with the foregoing listed in Schedule A attached hereto (collectively, the "Marks");

**WHEREAS**, Assignor owns all right, title and interest in and to the copyrights listed in Schedule B attached hereto (collectively, the "Copyrights"); and

**WHEREAS**, Assignor owns all right, title and interest in and to the letters patent and applications to register the letters patent listed in Schedule C attached hereto, the inventions covered thereby and the technology related thereto (collectively, the "Patents").

**NOW, THEREFORE**, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, all of its right, title and interest in and to (a) the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark applications therefore, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, (b) the Copyrights, together with any applications and registrations, including, but not limited to Assignor's right to secure copyright registrations in Assignee's name as claimant, and Assignor's rights, if any, to secure renewals, reissues and extensions of any such copyright registrations in the United States, its territories and possessions and throughout the world, and (c) the Patents and to (i) all U.S. and foreign patents and patent applications that claim priority thereto and all U.S. and foreign patents and applications to which such Patents relate or claim priority, directly or indirectly, (ii) any provisionals, continuations, continuations-in-part, divisionals, reissue applications, re-examinations, substitutions, extensions, foreign counterparts, Patent Cooperation Treaty applications, or derivatives of any of the foregoing, both foreign and domestic, which have or may be filed, (iii) all patents (including, but not limited to reissues and re-examinations) which may be granted on such Patents and the applications set forth in (i) and (ii) above, and (iv) all patentable inventions, in the U.S. and every foreign country, described or embodied in any of the foregoing (the "Intellectual Property") and do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee in accordance with the terms of this Assignment document. Such full and exclusive rights (collectively, the "Rights") shall include, without limitation, the right to sue upon and otherwise enforce the Intellectual Property and to recover all past damages and other potential relief arising from infringement of the Intellectual Property assigned by this instrument.

Assignor hereby authorizes Assignee and its attorney of record to insert on this Assignment, including any Schedule attached hereto, any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, United States Copyright Office or any foreign trademark, copyright or patent office for recordation of this document and Assignor hereby authorizes and requests the United States Patent and Trademarks Office and United States Copyright Office to issue said Marks, Copyrights and Patents in accordance with this instrument.

Assignor conveys to Assignee the right to make application in its own behalf for protection of the Intellectual Property in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty and/or other international arrangements for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications.

1. Full Right. Assignor hereby represents and warrants to Assignee that it has the full right to convey its interest in and to the Marks, Copyrights and Patents hereby, that its interests constitute all interests of any kind therein and thereto, and that it has not executed, and covenants that it will not execute, any agreement in conflict herewith. The Assignor is identified on the Patents as the inventor of the invention described in the Patents, is the only inventor so described, and is the only person having rights in said invention.

2. Rights and Privileges. All Rights and any income, royalties or payments due or payable as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns to the end of the term for which such Patents are granted or reissued.

3. Further Assurances. Assignor shall on request by Assignee do and execute or arrange for the doing and executing of each necessary act, document and thing to fully effectuate the purposes of this Assignment, including, without limitation, to prepare or prosecute any application for registration or the renewal of any registration relating to the rights herein, to prosecute or defend any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein (including, without limitation, testifying as to any facts relating to the Marks, the Copyrights, the Patents or this Assignment), to obtain any additional protection relating to the rights assigned herein and to perfect this Assignment in any applicable jurisdiction.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed as of the date first above written.

**ASSIGNOR**

PATCO, INC., a Michigan corporation

By: Michael E. Marshall  
Name: Michael E. Marshall  
Title: V. President

**ASSIGNEE**

FLATOUT, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed as of the date first above written.

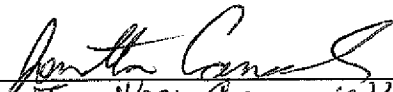
**ASSIGNOR**

PATTCO, INC., a Michigan corporation

By: \_\_\_\_\_  
Name:  
Title:

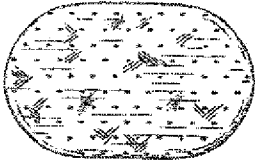

**ASSIGNEE**

FLATOUT, INC., a Delaware corporation

By:   
Name: Jonathan Canarick  
Title:

**Schedule A  
Marks**

<b>TRADEMARK</b>	<b>NATION</b>	<b>REG. NO. / SERIAL NO.</b>
BETTER THAN SLICED BREAD®	USA	2,456,847
CARBDOWN®	USA	2,995,960
FANINI GRILLERS® (And Design)	USA	3,286,693
FLATOUT®	USA	2,456,804
FLATOUT®	CANADA	TMA729,157
FLATOUT®	EUROPEAN COMMUNITY	980 650
FLATOUT EDGE ON™	USA	77/478,013
FLATOUT NATURALS®	USA	3,599,003
FLATOUT SNACKOUTS™	USA	77/478,048
FOLDIT™	USA	77/687,299
LAYOUT LAVASH® (And Design)	USA	3,693,096

<p>THINK FLAT. GET THIN®</p>	<p>USA</p>	<p>3,125,332</p>
	<p>USA</p>	<p>77/877,588</p>
	<p>USA</p>	<p>77/875,732</p>



**Schedule B  
Copyrights**

None.

**Schedule C  
Patents**

<b>PATENT</b>	<b>TITLE</b>	<b>ISSUE DATE</b>
D405,214	SHEET BREAD	02/02/1999
29/330,790	Ornamental design for a flatbread	Filed 01/14/09