

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAFE EXPRESS, LLC		07/29/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CE RESTAURANT HOLDINGS, L.L.C.		
<b>Street Address:</b>	109 N. POST OAK LANE, SUITE 200		
<b>City:</b>	HOUSTON		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77024		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2802298	CAFE EXPRESS	
Registration Number:	2823067	CAFE EXPRESS	
Registration Number:	3063393	NO SUCH THING AS TOO MUCH FLAVOR	
Registration Number:	3059068	OASIS TABLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)661-4691		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214.953.6691		
<b>Email:</b>	b.k.drinkwater@bakerbotts.com		
<b>Correspondent Name:</b>	B.K. Drinkwater, c/o Baker Botts L.L.P.		
<b>Address Line 1:</b>	2001 Ross Avenue, Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	073988.0119		
<b>NAME OF SUBMITTER:</b>	B. K. Drinkwater		

CH \$115.00 2802298

Signature:	/B. K. Drinkwater/
Date:	03/12/2010
Total Attachments: 5 source=Cafe Express Assignment#page1.tif source=Cafe Express Assignment#page2.tif source=Cafe Express Assignment#page3.tif source=Cafe Express Assignment#page4.tif source=Cafe Express Assignment#page5.tif	

**TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT**

This Trademark and Intellectual Property Assignment (the "Assignment"), effective as of July 27, 2007 (the "Effective Date"), is made by Café Express, LLC, a Delaware limited liability company ("Assignor").

WHEREAS, Assignor is the owner of all rights, title and interest in and to certain (i) trademarks and service marks and trademark registrations and service mark registrations and applications for registration, trade names, domain names and domain name registrations (collectively, the "Trademarks"), (ii) rights in trade dress and packaging, (iii) shop rights, (iv) copyrights, (v) inventions and invention disclosures, (vi) trade secrets, (vii) utility models, (viii) rights in industrial designs, (ix) software, (x) know-how, catering lists, designs, menus, recipes, formulae, processes, and proprietary information, (xi) corporate names, web sites, and e-mail addresses associated with the operation of the Café Express Business (as such term is defined in the Asset Purchase Agreement (defined below)) and (xii) all other intellectual property rights, whether granted or registered or not, in each case wherever such rights exist throughout the world, including, without limitation, those trademarks, trademark registrations and domain names identified on Schedule A attached hereto (collectively, the "Intellectual Property");

WHEREAS, CE Restaurant Holdings, LLC, a Texas limited liability company ("Assignee") is desirous of acquiring the Intellectual Property;

WHEREAS, Assignor is desirous of transferring to Assignee all right, title and interest in and relating to the Intellectual Property;

WHEREAS, pursuant to Sections 1.1(e) and 8.2(c) of that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), by and between Assignor and Assignee, Assignor (as Seller thereunder) has agreed to assign, sell and transfer to Assignee at Closing its right, title and interest in and to all Intellectual Property;

NOW THEREFORE, for good and valuable consideration, including consideration provided pursuant to the Asset Purchase Agreement, the sufficiency and receipt of which is hereby acknowledged by Assignor, it is hereby agreed:

1. Assignor hereby forever sells, assigns and transfers unto Assignee, its successors and assigns, Assignor's entire worldwide, perpetual right, title and interest in and to the Intellectual Property, including, without limitation, the Trademarks and renewal rights therein together with the goodwill of the business in connection with which the Trademarks are and have been used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past and future infringements and misappropriations of any part of the Intellectual Property and the right to sue for and recover the same, and the right to obtain further registrations therefor in the United States and throughout the world in the name of Assignee, its successors or assigns.
2. Assignor further agrees that, at any time and from time to time after the date hereof, promptly upon the written request of Assignee or its assigns, and at the

expense of Assignee or its assigns, as applicable, it will execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further documents acknowledging or evidencing the assignment herein and/or establishing historical facts relating to the Intellectual Property for which Assignor has knowledge and will provide testimony thereof in any administrative, judicial or other proceeding or litigation as may reasonably be required by Assignee or its assigns to enable Assignee or its assigns to obtain, maintain and enforce the rights and interests herein assigned.

3. Assignor hereby authorizes the appropriate empowered officials in the appropriate governmental offices to transfer all registrations and applications for the Intellectual Property to Assignee as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct, and to issue to Assignee all registrations which may issue with respect to any applications related to the Intellectual Property.
4. Assignee, its successors and assigns, shall hold the exclusive rights, title and interest in and to the Intellectual Property as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor shall retain no right, title, or interest in or to any Intellectual Property, nor will Assignor have any retaining possessory or other lien thereon.
5. Assignor shall not contest or challenge, or aid any person or entity in so contesting or challenging, the validity of the Intellectual Property or Assignee's ownership thereof.
6. Assignor hereby declares that the foregoing powers are coupled with an interest and are irrevocable by Assignor or by its dissolution or in any other manner or for any reason whatsoever. Assignee expressly does not, and should not be deemed to, assume under this instrument any liabilities, obligations, or commitments of Assignor.
7. This Trademark and Intellectual Property Assignment and its provisions shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.
8. To the extent not governed by federal law, this Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio. Assignee may record this Assignment with all applicable government agencies to perfect its rights in the above assignment and transfer.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Intellectual Property Assignment effective as of the date first written above.

CAFÉ EXPRESS LLC

By: 

Name: Jonathan F. Catherwood

Title: Exec. Vice Pres., Treasurer & Asst. Sec.

LAW DEPT. 

TRADEMARK

REEL: 004166 FRAME: 0966



Schedule A

**Trademark Registrations**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>	<u>Affidavit Due</u>	<u>Class(es)</u>	<u>Owner</u>
Café Express (and Design)	2,802,298	1/6/2004	1/6/2014	1/6/2010	43	Café Express LLC
Café Express (and Design)	2,823,067	3/16/2004	3/16/2014	3/16/2010	43	Café Express LLC
No Such Thing As Too Much Flavor	3,063,393	2/28/2006	2/28/2016	2/28/2012	43	Café Express LLC
Oasis Table	3,059,068	2/14/2006	2/14/2016	2/14/2012	43	Café Express LLC

**Domain Names**

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registrar</u>
abetterwaytoeat.com	8/10/2007	Domain Bank
café-express.com	8/19/2007	Domain Bank
enlightened-dining.com	9/16/2007	Domain Bank