

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	FMR LLC		06/29/2010
			<b>Entity Type</b>
			LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Brand New Sebastians LLC		
<b>Doing Business As:</b>	DBA Sebastians		
<b>Street Address:</b>	24 Main St.		
<b>City:</b>	Maynard		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01754		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	1947032	SEBASTIAN'S
	Registration Number:	2696697	
	Registration Number:	3109283	SEBASTIANS
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)535-3800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	kciarmataro@mwe.com		
<b>Correspondent Name:</b>	McDermott Will & Emery LLP		
<b>Address Line 1:</b>	28 State St.		
<b>Address Line 2:</b>	Joshua French		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	050653-0012		
<b>NAME OF SUBMITTER:</b>	Joshua French		

CH \$90.00 1947032

**900167084**

**TRADEMARK**  
**REEL: 004243 FRAME: 0199**

Signature:	/Joshua French/
Date:	07/15/2010
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FMR LLC, a Delaware limited liability company having a business address at 82 Devonshire Street, Boston, MA 02109 (hereinafter referred to as the "ASSIGNOR") hereby assigns and transfers to The New Brand Sebastians LLC, a Massachusetts limited liability company having a business address at 24 Main Street, Maynard, Massachusetts, and its successors, assigns and legal representatives (hereinafter referred to as the "ASSIGNEE"), all of its right, title and interest throughout the world in and to the trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions (collectively, "Marks"), including the goodwill of the business with which said Marks are associated, owned by ASSIGNOR and used exclusively in connection with its development, distribution and sale of its retail café and catering products and services business known as "Sebastians" (the "Sebastians Business"), more specifically described on Schedule A hereto.

The rights transferred hereunder include the right to collect any royalties, license fees, or other amounts related to the Marks owing from third parties, as well as the right to bring infringement or similar actions that may have accrued prior to this Agreement.

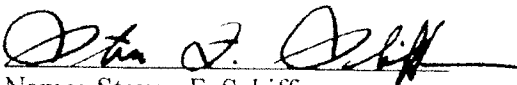
ASSIGNOR hereby covenants and agrees to and with ASSIGNEE, that, as of the effective date of this Assignment, ASSIGNOR was the sole and lawful owner of the entire right, title and interest in and to the above mentioned Marks, that the same was unencumbered, and that ASSIGNOR had good and full right and lawful authority to sell and convey the same in the manner herein set forth. ASSIGNOR hereby further covenants that no assignment, sale agreement or encumbrance will be made or entered into that would conflict with this Assignment.

ASSIGNOR further covenants for itself, its successors, assigns and legal representatives to provide to ASSIGNEE promptly upon the request of ASSIGNEE and at the expense of ASSIGNEE all pertinent facts and documents relating to said Marks as may be known and accessible to ASSIGNOR and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits and to perform any other lawful acts that may be deemed necessary to apply for, obtain, maintain, issue or enforce said Marks which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, the ASSIGNEE, by executing and delivering this Agreement as of the date first written above, has agreed, and upon acceptance of such subscription the ASSIGNOR has agreed, to be bound by the terms and conditions of this Agreement effective as of the Closing Date.

FMR LLC

Date: JUNE 09, 2010

By:   
Name: Steven F. Schiffman  
Title: Treasurer

Commonwealth of Massachusetts )  
County of Suffolk )

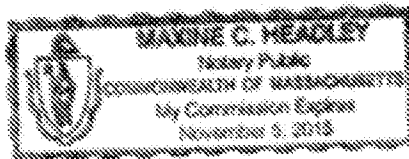
SS.

Before me this 29<sup>th</sup> day of June, 2010, Steven F. Schiffman personally appeared and is known 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 he executed the same in his capacity as Treasurer of FMR LLC, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument, that the same was executed the same of his free act and deed for the purposes therein contained, and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Maxine C. Headley  
Notary Public

Address: 82 Devonshire St. F3B  
Boston, MA 02109

My Commission expires:



## SCHEDULE A

Trademarks:

Sebastian's	Trademark	United States of America	Registration 1947032
Sebastian's logo	Trademark	United States of America	Registration 2696697
Sebastians	Trademark	United States of America	Registration 3109283

Domain name(s):

Domain Name	Registration Date	Expiration Date	Country
sebastians-online.com	06/27/2000	06/27/2013	Top Level Generic Domain
sebastians.asia	02/22/2008	02/22/2011	Top Level Generic Domain
sebastians.biz	12/12/2002	11/18/2013	Top Level Generic Domain
sebastians.cm	08/28/2009	08/28/2011	Cameroon
sebastians.com	10/29/2003	10/03/2013	Top Level Generic Domain
sebastians.info	04/22/2003	08/10/2013	Top Level Generic Domain
sebastians.mobi	06/12/2006	06/12/2011	Top Level Generic Domain
sebastians.tel	03/23/2009	03/22/2012	Top Level Generic Domain
sebastians.us	04/19/2002	04/19/2012	United States
sebastianscatering.com	05/13/1999	05/13/2013	Top Level Generic Domain
sebastiansfisherlevy.biz	05/06/2010	06/22/2012	Top Level Generic Domain
sebastiansfisherlevy.com	05/06/2010	06/23/2012	Top Level Generic Domain
sebastiansfisherlevy.info	05/06/2010	06/23/2012	Top Level Generic Domain
sebastiansfisherlevy.net	05/06/2010	06/23/2011	Top Level Generic Domain
sebastiansfisherlevy.org	05/06/2010	06/23/2011	Top Level Generic Domain