

**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>	<b>Entity Type</b>
Oregano's Restaurants, Inc.		09/10/2010	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oregano's Pizza Bistro, Inc.		
<b>Street Address:</b>	7217 East Shea Boulevard		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85260		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3267453	OREGANO'S	
Registration Number:	1962807	OREGANO'S PIZZA BISTRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(402)346-1148		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	402-346-6000		
<b>Email:</b>	patrick.stephenson@kutakrock.com		
<b>Correspondent Name:</b>	Patrick C. Stephenson		
<b>Address Line 1:</b>	1650 Farnam Street		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68102		
<b>NAME OF SUBMITTER:</b>	Patrick C. Stephenson		
<b>Signature:</b>	/Patrick C. Stephenson/		
<b>Date:</b>	11/10/2010		

OP \$65.00 3267453

Total Attachments: 3

**900177171**

**TRADEMARK  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") dated as of September 10, 2010 (the "Effective Date") is made by and between Oregano's Restaurants, Inc., an Arizona corporation, formerly known as Oregano's Pizza Bistro, Inc. ("Assignor") and Oregano's Pizza Bistro, Inc., a Delaware corporation ("Assignee").

### RECITALS

A. Assignor is the owner of all right, title and interest in and to the intellectual property, including, but not limited to, trademarks, associated with its business relating to the establishment and operation of casual restaurants which serve, among other things, Chicago-style, thin crust, stuffed and pan pizzas, baked sandwiches, salads, pastas, appetizers and wings, desserts and beverages for dine-in and off-premises consumption (the "Business").

B. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks described herein, including the goodwill of the Business associated therewith, pursuant to the terms and conditions of this Assignment.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign and transfer to Assignee all of Assignor's right, title and interest in and to its trademarks and service marks associated with the Business, including, without limitation, all United States, state and foreign, registered and common law trademarks, service marks, trade dress, trade names, designs and logos (collectively, the "Marks") and all registrations, renewals and pending applications to register same, including, but not limited to, those Marks set forth on the attached Exhibit A, together with the goodwill of the Business symbolized thereby, and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any past, present or future infringements.

2. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title and interest in and to the Marks to the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

3. Assignee hereby accepts the foregoing assignment of the Marks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers as of the Effective Date.

ASSIGNOR:

OREGANO'S RESTAURANTS, INC.,  
an Arizona corporation formerly  
known as Oregano's Pizza Bistro, Inc.

By: [Signature]  
Mark S. Russell, its President

ASSIGNEE:

OREGANO'S PIZZA BISTRO, INC., a  
Delaware corporation

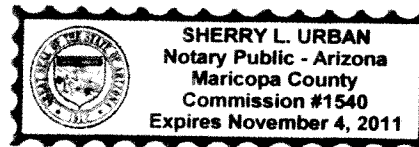
By: [Signature]  
Mark S. Russell, its President

STATE OF ARIZONA )  
 ) ss.  
County of MARICOPA )

The foregoing instrument was acknowledged and sworn to before me this 10 day of  
SEPT, 2010 by MARK S. RUSSELL

[Signature]  
Notary Public

My Commission Expires:  
11-4-2011

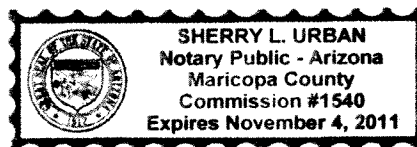


STATE OF ARIZONA )  
 ) ss.  
County of MARICOPA )

The foregoing instrument was acknowledged and sworn to before me this 10 day of  
SEPT, 2010 by MARK S. RUSSELL


[Signature]  
Notary Public

My Commission Expires:  
11-4-2011



**EXHIBIT A**

**MARKS**

<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
1. OREGANO'S	U.S.	3,267,453	July 24, 2007
2. OREGANO'S PIZZA BISTRO and Design 	U.S.	1,962,807	March 19, 1996 Renewed March 28, 2006