

**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>
Peace Dining Corporation		11/30/2011	CORPORATION: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Genji, Inc.		
<b>Street Address:</b>	Two Penn Center, 1500 JFK Blvd.		
<b>Internal Address:</b>	Suite 725		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19102		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3624585	GENJI	
Registration Number:	3624600	GENJI	
Registration Number:	3690611		
Registration Number:	3508679	GENJI EXPRESS	
Registration Number:	3951553	MAI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-8686		
<b>Phone:</b>	703.903.9000		
<b>Email:</b>	ipdocketing@milesstockbridge.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Miles & Stockbridge P.C.		
<b>Address Line 1:</b>	1751 Pinnacle Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		

**CH \$140.00 3624585**

ATTORNEY DOCKET NUMBER:	100221-0
NAME OF SUBMITTER:	Michael T. Ebaugh, Attorney of Record
Signature:	/michael t. ebaugh/
Date:	12/09/2011
Total Attachments: 3 source=Peace Dining to Genji Assignment#page1.tif source=Peace Dining to Genji Assignment#page2.tif source=Peace Dining to Genji Assignment#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of November 27, 2011 ("Effective Date"), is made by and between Peace Dining Corporation, a corporation organized under the laws of Japan having a place of business at Shibuya Markcity W22 Floor, 1-12-1 Dogenzaka, Shibuya-ka, Tokyo, Japan (the "Assignor"), and Genji, Inc., a Pennsylvania corporation having a place of place of business at Two Penn Center, 1500 JFK Blvd., Suite 725, Philadelphia, PA 19102 (the "Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademarks ("Marks") and Registrations ("Registrations") for such Marks as granted by the United States Patent and Trademark Office, the United Kingdom Intellectual Property Office, and the World Intellectual Property Office, and listed on the attached Schedule A, together with the goodwill connected with and symbolized by the Marks; and

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, Registrations and the goodwill connected with and symbolized by the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Marks and Registrations in the United States, the United Kingdom, and all other jurisdictions, together with the goodwill connected with and symbolized by the Marks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

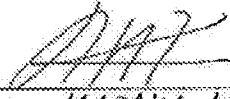
2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, the United Kingdom Intellectual Property Office, and the World Intellectual Property Office, and in any other applicable jurisdictions, to record the transfer the Registrations to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Marks.

3. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.


- SIGNATURES APPEAR ON THE FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Assignment as of the Effective Date.

ASSIGNOR:  
PEACE DINING CORPORATION  
(Japan)

By:   
Name: MASAKI KUBOI  
Title: PRESIDENT, CEO

ASSIGNEE:  
GENJI, INC.  
(Pennsylvania, USA)

By:   
Name: Shiro Kawan  
Title: President & CEO

**SCHEDULE A**

Mark	Registration No.	Registration Date	Country
	3,624,585	05/19/2009	USA
	m987851	06/12/2008	UK
	987851	06/12/2008	WIPO
	3,624,600	05/19/2009	USA
	m987,461	06/12/2008	UK
	987,461	06/12/2008	WIPO
	3,690,611	09/29/2009	USA
	m986281	06/12/2008	UK
	986281	06/12/2008	WIPO
	3,508,679	09/30/2008	USA
	3,951,553	04/26/2011	USA