

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Pita Pit Inc.		04/12/2013	CORPORATION: DELAWARE
	Pita Pit, Inc.		04/12/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Banner Bank			
Street Address:	802 West Riverside Avenue			
City:	Spokane			
State/Country:	WASHINGTON			
Postal Code:	99201			
Entity Type:	Commercial Bank: WASHINGTON			
PROPERTY NUMBERS Total: 6				
	Property Type	Number	Word Mark	
Serial Number:		85536883	PITA PIT	
Registration Number:		4249198	PITA PIT	
Serial Number:		85525669	YOUR RESOLUTION SOLUTION	
Registration Number:		4202070	YOUR RESOLUTION SOLUTION	
Serial Number:		77405804	BLU BAYOU	
Registration Number:		3508120	BLU BAYOU	
CORRESPONDENCE DATA				
Fax Number:	509-458-27			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	509-624-5265			
Email:	Bonniem@WitherspoonKelley.com			
Correspondent Name:	Witherspoon Kelley			
Address Line 1:	422 West Riverside Ave., Suite 1100			
Address Line 4:	Spokane, WASHINGTON 99201			

OP \$165.00 85536883

TRADEMARK

NAME OF SUBMITTER:	Bonnie L. Moore
Signature:	/blm/
Date:	04/12/2013
<p>Total Attachments: 18</p> <p>source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page1.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page2.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page3.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page4.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page5.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page6.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page7.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page8.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page9.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page10.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page11.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page12.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page13.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page14.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page15.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page16.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page17.tif source=Collateral, Patent, Trademark, Copyright License Agmt. (S0692433)#page18.tif</p>	

**COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT (this "Assignment") made as of April ____, 2013, by Pita Pit USA, Inc., an Idaho corporation, Pita Pit Inc., a Delaware corporation; Pita 101, LLC, an Idaho limited liability company; Pita Group, LLC, an Idaho limited liability company; Pita Road Show, L.L.C., an Idaho limited liability company; Bread Movers, LLC, an Idaho limited liability company; Pita Gear, LLC, an Idaho limited liability company; Pita Pit Idaho, LLC, an Idaho limited liability company; Pita Pit Washington, LLC, an Idaho limited liability company; Pita Pit California, LLC, an Idaho limited liability company; Pita Pit Colorado, LLC, an Idaho limited liability company; Pita Pit Pennsylvania, LLC, an Idaho limited liability company; Pita Pit Tennessee, LLC, an Idaho limited liability company; Pita Pit Delaware, LLC, an Idaho limited liability company; Pita Pit North Carolina, LLC, an Idaho limited liability company; Pita Pit Virginia, LLC, an Idaho limited liability company; Pita Pit Oregon, LLC, an Idaho limited liability company; Pita Pit Utah, LLC, an Idaho limited liability company; Pita Pit Ohio, LLC, an Idaho limited liability company; Pita Pit Illinois, LLC, an Idaho limited liability company, Pita Pit Kansas, LLC, an Idaho limited liability company, Pita Pit Massachusetts, LLC, an Idaho limited liability company, Pita Pit Michigan, LLC, an Idaho limited liability company, Pita Pit Minnesota, LLC, an Idaho limited liability company, Pita Pit North Dakota, LLC, an Idaho limited liability company and Pita Pit Texas, LLC, an Idaho limited liability company (collectively the "Assignor"), to BANNER BANK, a Washington state chartered bank ("Assignee").

RECITALS

A. Assignor has requested a loan from Assignee in the principal amount of _____, (the "Loan").

B. As security for the Loan, Assignor has granted to Assignee a first priority security interest in substantially all of the assets of Assignor as evidenced by a Commercial Security Agreement from Assignor to Assignee of even date herewith (the "Security Agreement"). The Assignment is given to supplement the security interest granted by Assignor to Assignee under the Security Agreement.

C. Assignor has agreed to enter into this Assignment in order to induce Assignee to provide Assignor the Loan.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE AGREEMENT - 1

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to said terms in the Security Agreement.

2. **Collateral Assignment of Patents, Trademarks, Copyrights and Licenses.** In order to secure (i) the due and punctual payment of the Note; (ii) the due and punctual payment and performance of all obligations of Assignor contained herein; (iii) the due and punctual payment and performance of all indebtedness, obligations and liabilities of Assignor contained in all other agreements executed or delivered by Assignor in connection with the Loan; and (iv) the payment and performance of all other indebtedness, liabilities and obligations of Assignor to Lender of every kind and description, whether direct, indirect or contingent, whether now existing or hereafter arising or incurred, due or to become due, whether otherwise secured or unsecured and howsoever evidenced, incurred or arising, including all future advances to Assignor (all of the foregoing indebtedness, obligations and liabilities described in this subsection are hereinafter collectively called the "Obligations"), Assignor hereby grants to Lender and its successors and assigns a continuing security interest in, and hereby collaterally assigns to Lender the following described fixtures and personal property:

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (A) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A) through (D), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (A) through (D), inclusive, in

which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all rights and obligations pursuant to Assignor's license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights or otherwise, whether Assignor is licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest without the consent of the other applicable party thereto and such consent has not been obtained; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. **Restrictions on Future Agreements.** Assignor agrees and covenants that until the Obligations shall have been indefeasibly and irrevocably satisfied in full and Assignee's obligation to make any further advance(s) under the Note shall have been terminated, Assignor will not take any action or enter into any agreement, including, without limitation, entering into any license agreement, which is inconsistent with Assignor's Obligations under this Assignment, and Assignor further agrees and covenants that it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action, which would adversely affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Except in the ordinary course of business or between the Assignor parties hereto, Assignor agrees and covenants not to sell or assign its interest in or grant any license under, the Patents, Marks, Copyrights or Licenses without receiving the prior written consent of Assignee thereto, such consent not to be unreasonably withheld, delayed or conditioned.

4. **Certain Covenants, Representations and Warranties of Assignor.** Assignor covenants, represents and warrants that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Assignor's knowledge, are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignor is unaware of any

COLLATERAL PATENT, TRADEMARK,
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invalidating prior act (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by Assignor pursuant to the applicable licenses as listed on Schedule C, (B) Liens listed on Exhibit 1 hereto, (C) Liens and encumbrances in favor of Assignee pursuant to this Assignment or the Related Documents; and (D) liens and encumbrances otherwise permitted by or under the Security Agreement, (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Assignment and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full, Assignee's obligation to make further advance(s) under the Note shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses; or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyright, copyright registration, trade name, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. **Royalties; Terms.** Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location as may be specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) indefeasible and irrevocable satisfaction in

full of the Obligations and termination of Assignee's obligation to make any further advance(s) under the Note.

7. **Grant of License to the Assignor.** Unless and until an Event of Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Assignment) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks and all materials covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7, except in the ordinary course of business. From and after the occurrence and during the continuance of an Event of Default and notice to such effect from Assignee to Assignor, Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. **Assignee's Right to Inspect.** Assignee shall have the right, at any reasonable time during normal business hours after reasonable notice and from time to time to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Such inspectors shall not unreasonably or materially interfere with Assignor's use of the Patents, Marks, Copyrights or Licenses or the operation of Assignor's business.

9. **Termination of Security Interest.** This Assignment is made for collateral purposes only. Upon indefeasible and irrevocable satisfaction in full of the Obligations and termination of Assignee's obligation to make any further advance(s) under the Note, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the Related Documents, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Upon indefeasible and irrevocable satisfaction in full of the Obligations and termination of Assignee's obligation to make any further advance(s) under the Note, Assignee shall, at Assignor's expense, promptly execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the Related Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. **Duties of Assignor.** Assignor shall have the duty, at its expense, (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter; (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights; and (iii) to preserve, maintain and enforce against

infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

11. **Assignee's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. **No Waiver.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. **Further Assurances.** Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all agreements and documents (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may reasonably request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

16. **Cumulative Remedies; Power of Attorney; Effect on Related Documents.** All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Related Documents or otherwise, or by any other

agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time following the occurrence and during the continuance of an Event of Default, to (i) endorse Assignor's names on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee reasonably deems to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been indefeasibly and irrevocably satisfied in full and Assignee's obligation to make any further advance(s) under the Note shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Security Agreement or any of the Related Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

18. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal law of the State of Washington without giving effect to any conflict or choice of laws rules or provisions.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

UNDER IDAHO LAW, A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT OR EXTEND CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING MONEY OR EXTENDING CREDIT, MUST BE IN WRITING AND SUBSCRIBED BY THE PARTY CHARGED TO BE ENFORCEABLE.


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COLLATERAL PATENT, TRADEMARK,
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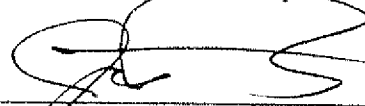
**TRADEMARK
REEL: 005006 FRAME: 0445**

IN WITNESS WHEREOF, the undersigned have caused this Collateral Patent, Trademark, Copyright and License Assignment to be duly executed and delivered as of the date first above written.

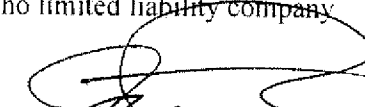
PITA PIT USA, INC.,
an Idaho corporation

By: 
Name: JACK RIGGS
Title: CEO

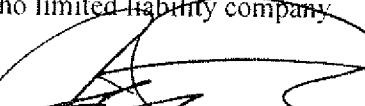
PITA PIT, INC., an Idaho corporation

By: 
Name: JACK RIGGS
Title: CEO

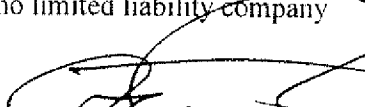
PITA PIT 101, LLC,
an Idaho limited liability company

By: 
Name: JACK RIGGS
Title: MANAGER

PITA GROUP, LLC,
an Idaho limited liability company

By: 
Name: JACK RIGGS
Title: MANAGER

PITA ROAD SHOW, L.L.C.,
an Idaho limited liability company

By: 
Name: JACK RIGGS
Title: MANAGER

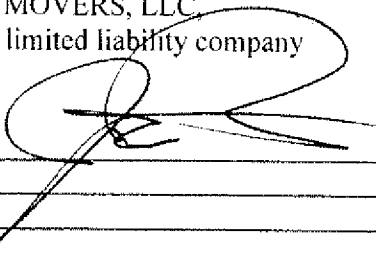
[Execution signatures continue on following pages.]

COLLATERAL PATENT - SCHEDULES

TRADEMARK
REEL: 005006 FRAME: 0446

**[Continuation of execution signatures to Collateral Patent, Trademark,
Copyright and License Assignment.]**

BREAD MOVERS, LLC
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA GEAR, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

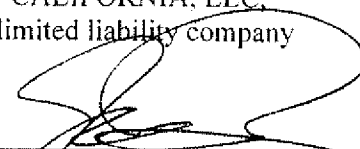
PITA PIT IDAHO, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA PIT WASHINGTON, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

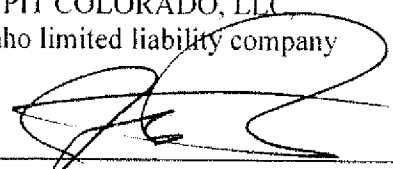
PITA PIT CALIFORNIA, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

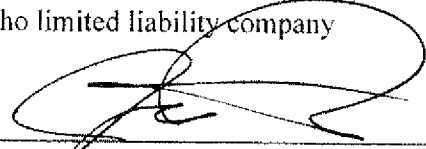
[Execution signatures continue on following pages.]

[Continuation of execution signatures to Collateral Patent, Trademark,
Copyright and License Assignment.]

PITA PIT COLORADO, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA PIT PENNSYLVANIA, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA PIT TENNESSEE, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA PIT DELAWARE, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA PIT NORTH CAROLINA, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

[Execution signatures continue on following pages.]

[Continuation of execution signatures to Collateral Patent, Trademark,
Copyright and License Assignment.]


PITA PIT VIRGINIA, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA PIT OREGON, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

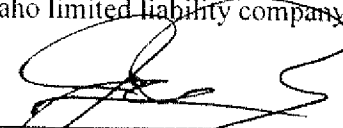
PITA PIT UTAH, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA PIT OHIO, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

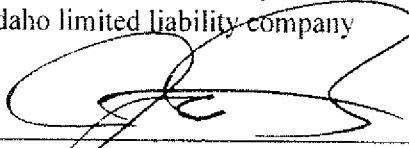
PITA PIT ILLINOIS, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

[Execution signatures continue on following pages.]

[Continuation of execution signatures to Collateral Patent, Trademark,
Copyright and License Assignment.]


PITA PIT KANSAS, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

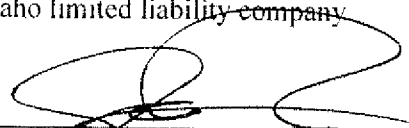
PITA PIT MASSACHUSETTS, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

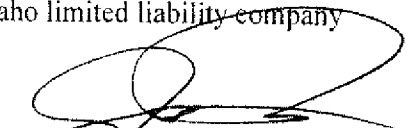
PITA PIT MICHIGAN, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

PITA PIT MINNESOTA, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

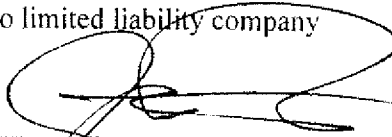
PITA PIT NORTH DAKOTA, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

[Execution signatures continue on following page.]

**[Continuation of execution signatures to Collateral Patent, Trademark,
Copyright and License Assignment.]**

PITA PIT TEXAS, LLC,
an Idaho limited liability company

By: 
Name: _____
Title: _____

SCHEDULE B

TRADEMARKS, SERVICE MARKS AND COPYRIGHTS

<u>Country</u>	<u>Mark</u>	<u>Application or Serial Number</u>	<u>Application or Filing Date</u>	<u>Registration No.</u>	<u>Date of Issue</u>
USA	The Smoothie Pit	78980037	3/17/06	3428843	5/13/08
USA	Fresh Thinking · Healthy Eating	78841223	3/20/06	3428496	5/13/08
USA	Less Bread. More Filling	77938597	2/18/10		
USA	PETITA	77927847	2/4/2010	DEAD	
USA	5 Under 500 Calories	77675866	2/23/09	3685584	9/22/09
USA	The Breakfast Pit	77341053	11/30/07	DEAD	
USA	Pita 101	77406960	2/27/08	3948132	4/19/11
USA	The Smoothie Pit Gettin' Fresh Gettin' Smooth	77335302	11/21/07	3785251	5/4/2010
USA	Quesapita	77398591	2/15/08	3504702	9/23/08

COLLATERAL PATENT - SCHEDULES

<u>Country</u>	<u>Mark</u>	<u>Application or Serial Number</u>	<u>Application or Filing Date</u>	<u>Registration No.</u>	<u>Date of Issue</u>
USA	Sippin Citrus	77398519	2/15/08	3504699	9/23/08
USA	Berry Go Round	77384793	1/30/08	3462219	7/8/08
USA	Awakin' With Bacon	77384133	1/30/08	3462214	7/8/08
USA	Meat the Day	77379476	1/24/08	3467761	7/15/08
USA	Chicken Crave	77360036	12/27/07	3467715	7/15/08
USA	The Pita Pit	77229381	7/13/07	3702114	10/27/09
USA	The Pita Pit	75686018	4/19/99	2488457	9/11/01
USA	The Pita Pit	75686017	4/19/99	2502588	10/30/01
USA	Pita Pit	85536883	2/8/12	4249198	11/27/12
USA	Your Resolution Solution	85525669	1/26/12	4202070	9/4/12
USA	Blu Bayou	77405804	2/26/08	3508120	9/30/08

SCHEDULE C

LICENSES

COLLATERAL PATENT – SCHEDULES

EXHIBIT 1

LIENS

None