

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

08/04/2014
 900297258

ETAS ID: TM312897

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Souper Salad, Inc.		12/15/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	LNC Ventures, LLC		
Street Address:	102 Ammann Road		
City:	Boerne		
State/Country:	TEXAS		
Postal Code:	78015		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3464221	WE CARE HOW WELL YOU EAT	
Registration Number:	3597084	SOUPER SALAD	
Registration Number:	3976934	SOUPER FRESH CLUB	
CORRESPONDENCE DATA			
Fax Number:	2108320900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2108320900		
Email:	makammer@kammerbrowning.com		
Correspondent Name:	Mark A. Kammer		
Address Line 1:	7700 Broadway		
Address Line 2:	Suite 202		
Address Line 4:	San Antonio, TEXAS 78209		
ATTORNEY DOCKET NUMBER:	1401.12 1401.15 1401.16		
NAME OF SUBMITTER:	Mark A. Kammer		
SIGNATURE:	/makammer34197/		
DATE SIGNED:	08/04/2014		
Total Attachments: 12			
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OP \$90.00 3464221

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BILL OF SALE

THIS BILL OF SALE, dated as of December 15, 2011, is executed and delivered pursuant to that certain Asset Purchase Agreement, dated as of November 16, 2011 (the "Agreement"), by and among LNC Ventures, LLC, a Texas limited liability company ("Buyer"), on the one hand, and Souper Salad, Inc., a Texas corporation, and Souper Brands, Inc., a Texas corporation (collectively, "Sellers"), on the other hand and in accordance with that certain order entered by the United States Bankruptcy Court for the District of Delaware on December 5, 2011 [Docket No. 282] . Capitalized terms not otherwise defined in this Bill of Sale have the meanings ascribed to them in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby sell, convey, transfer, assign and deliver to Buyer, and Buyer hereby purchases and acquires from Sellers, all of Sellers' rights, titles and interests in the Property. Sellers, for themselves, their successors and assigns, irrevocably constitute and appoint Buyer, its successors and assigns, and each of them, the true and lawful attorney of Sellers, their successors and assigns, with full power of substitution and gives and grants unto Buyer, its successors and assigns, and each of them, full power and authority in the names of Sellers, their successors and assigns, at any time and from time to time, to demand, sue for, recover and receive any and all rights, demands, claims and causes of action of every kind and description whatsoever incident or relating to the Property, for the purpose of fully vesting in Buyer, its successors and assigns, all and singular, all the right, title and interest of Sellers in and to the Property.

To the extent any term, condition or provision of this Bill of Sale is in any way inconsistent with or in conflict with any term, condition or provision of the Agreement, the Agreement shall govern and control. Seller will execute such additional instruments as may be reasonably requested in writing by Buyer in order to carry out the intent of the Agreement and to perfect or give further assurances of any of the rights, titles and interests granted and conveyed herein.

This Bill of Sale may be executed in one or more counterparts, each of which shall be an original. Any counterpart may be delivered by facsimile signature or electronic mail and any such counterpart shall be deemed an original, shall constitute effective execution and delivery of this Bill of Sale and may be used in lieu of the original Bill of Sale for all purposes.

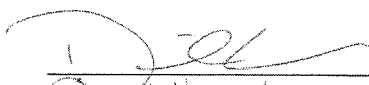
This instrument shall be governed by and construed in accordance with the laws of the state of New York (without regard to any choice of law or conflict of laws principles thereof).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment and Assumption Agreement as of the date first written above.

PURCHASER:

LNC VENTURES, LLC

By: 
Name: Daniel Hernandez
Its: President

SELLERS:

SOUPER SALAD, INC.

By: _____
Name: _____
Its: _____

SOUPER BRANDS, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment and Assumption Agreement as of the date first written above.


PURCHASER:

LNC VENTURES, LLC


By: _____
Name:
Its:

SELLERS:

SOUPER SALAD, INC.

By: 
Name: WARD VOLGREEN
Its: PRESIDENT + CEO

SOUPER BRANDS, INC.

By: 
Name: WARD VOLGREEN
Its: PRESIDENT + CEO

Souper Salad Only

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of this 16th day of November, 2011, by and between LNC Ventures, LLC, a Texas limited liability company (the "Buyer"), on the one hand, and Souper Salad, Inc. ("Souper Salad"), a Texas corporation, and Souper Brands, Inc. ("Souper Brands"), a Texas corporation, each a Debtor and Debtor in Possession (Souper and Souper Brands collectively, the "Sellers"), on the other hand, under Case No. 11-12917 (the "Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") filed on September 14, 2011.

RECITALS

- A. Sellers are the owner, operator and franchisor of the restaurant concept known as Souper Salad (the "Business").
- B. In connection with the Case, Sellers wish to sell to Buyer, following the entry of the Approval Order (as defined in Attachment A), substantially all of the assets that it uses in connection with the Business at the price and on the other terms and conditions specified in detail below and Buyer wishes to so purchase and acquire such assets from Sellers and to assume the Assumed Liabilities (as defined below).
- C. Terms initially capitalized herein but not otherwise defined have the meaning ascribed on Attachment A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Assets

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, as hereinafter defined, Sellers shall sell, contribute, assign, transfer, convey and deliver to Buyer (or its designee), and Buyer (or its designee) shall purchase, acquire and accept from Sellers, free and clear of all Liens (other than Liens created by Buyer and Permitted Liens), all of Sellers' right, title and interest in, to and under any and all of the assets, properties, rights and claims of any kind or nature, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of any Seller, which are used in or held for use in connection with the operation of the Business, excluding only the Excluded Assets expressly identified in Section 1.2 (such assets, properties, rights and claims to be acquired hereunder, collectively the "Property"). The Property shall include the following:

1.1.1 Leases and Contracts. Sellers' right, title and interest:

- (i) as lessee under those real property leases, subleases, licenses,

concessions and other agreements (written or oral) and all amendments, modifications, extensions, renewals, guarantees and other agreements with respect thereto, pursuant to which a Seller holds a leasehold or subleasehold estate in, or is granted the right to use or occupy, a Leased Facility, as described on **Exhibit "A-1"** to this Agreement (collectively, the "Real Property Leases");

- (ii) as lessee under those equipment, personal property and intangible property leases, rental agreements, licenses, contracts, agreements and similar arrangements described on **Exhibit "A-2"** to this Agreement (collectively, the "Other Leases");
- (iii) as franchisor under those franchise agreements described on **Exhibit "A-3"** to this Agreement (collectively, the "Franchise Agreements"); and
- (iv) subject to bifurcation as applicable and as set forth in Section 8.4 below, as a party to those other contracts, leases, orders, purchase orders, licenses, contracts, agreements and similar arrangements described on **Exhibit "A-4"** (collectively, the "Other Contracts" and together with the Franchise Agreements and the Other Leases, the "Other Leases and Contracts").
- (v) For the purposes of this subparagraph (v), Real Property Leases and the Other Leases and Contracts listed on the respective Exhibit As attached to this Agreement, to the extent assignable pursuant to section 365 of the Bankruptcy Code, will be referred to as "Buyer Assumed Contracts." Notwithstanding the foregoing, Buyer may elect to remove any of the Real Property Leases listed on Exhibit A-1 and any Other Leases and Contracts listed on Exhibits A-2, A-3 and A-4, respectively, (each, a "Removed Contract"), for any reason, by giving written notice thereof to Sellers and the non-debtor counter-party, no later than thirty (30) days after the selection of the Buyer as the successful bidder at the Auction (the "Review Period"); provided, however, that notwithstanding the foregoing, (a) the Review Period with respect to Real Property Leases and Franchise Agreements shall end at midnight on December 7, 2011 ET, and therefore Buyer shall provide notice to Sellers and the non-debtor counter-party of its election to remove any Real Property Lease(s) or Franchise Agreements(s) no later than midnight ET on December 7, 2011 as to any Real Property Leases or Franchise Agreements that Buyer is electing to remove from the Buyer Assumed Contracts, (b) Buyer may request an extension of the time period for reviewing the Real Property Leases up until the Closing Date, which extension shall be granted only if Sellers, in their sole discretion, consent, and (c) with respect to the Franchise Agreements on Exhibit A-3, Buyer may only elect to remove the franchises for the

Tulsa, Oklahoma and Augusta, Georgia locations (and the related real property leases, subleases and area development agreements, as applicable), and may not remove any other Franchise Agreement. Upon designation in accordance with the foregoing, each Removed Contract shall cease to be a Buyer Assumed Contract for the purposes of this Agreement and the Approval Order and may thereafter be rejected at Sellers' discretion without any additional notice to or consent from Buyer.

1.1.2 [Intentionally Omitted]

1.1.3 Personal Property. All tangible personal property owned by Sellers used or held for use in the conduct of the Business, including all machinery, equipment (including all transportation and office equipment), vehicles, computers, mobile phones, personal digital assistants, fixtures, trade fixtures, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, office supplies, production supplies, kitchen equipment, kitchen supplies, spare parts, other miscellaneous supplies and other tangible personal property of any kind owned by Sellers, wherever located, including all such items which are located in any building, warehouse, office, store or other space leased, owned or occupied by Sellers or any other space where any of Sellers' properties and or any other assets may be situated, including, those items of equipment and tangible personal property owned by Sellers and listed in **Exhibit "B"** attached to this Agreement and any other tangible personal property acquired by Sellers after the date hereof but prior to the Closing Date and used exclusively in connection with the Business (collectively, the "Personal Property"). As used in this Agreement, the Personal Property shall not include the Inventory.

1.1.4 Intangible Property. All Intellectual Property owned, licensed, used or held for use by Sellers, along with all income, royalties, damages and payments due or payable to Sellers as of the Closing or thereafter, including damages and payments of past, present or future infringements or misappropriations thereof or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof or other conflicts therewith and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Intellectual Property in Sellers' possession or control, and all intangible personal property owned or held by Sellers and used exclusively in connection with the Business, but in all cases only to the extent of Sellers' interest therein and only to the extent transferable, together with all books, records, advertising, marketing and promotional materials and all other printed or written materials and like items pertaining and/or relating exclusively to the Business, (collectively, the "Intangible Property"), including the items identified on **Exhibit "C"** hereto. Notwithstanding the foregoing, Sellers shall have the right to use, without cost, the Names after the Closing Date until the conclusion of the Case for the sole and limited purpose of remaining corporate governance purposes and for purposes of administering the Case. As used in this Agreement, Intangible Property shall in all events exclude: (i) any materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy and any other materials which

are subject to attorney-client or any other privilege or requirement to maintain confidentiality (including any rights to assert privilege); and (ii) Sellers' corporate books and records relating to its organization and existence;

1.1.5 Permits. All of the rights and benefits accruing under any Permits held, used or made by any Seller in the Business, to the extent assignable, except any such Permit that is an Excluded Asset.

1.1.6 Receivables. (i) All Receivables, and (ii) with respect to all Buyer Assumed Contracts and all of the Critical Vendors listed on **Exhibit "A-5"**, attached hereto, all claims, including deposits, advances, prepaid and other current assets, rights under warranties, notes and guarantees, rights in respect of credits, allowances, rebates and to other refunds, causes of action (subject to Section 1.2 below), rights of recovery, rights of set-off and rights of recoupment of every kind and nature (whether known or unknown or contingent or non-contingent), together with unpaid financial charges accrued thereon, other than any accounts and notes receivable or other rights to payment arising out of or relating to any Excluded Asset; the right to receive and retain mail, Receivable payments and other communications of Sellers; and the right to bill and receive payment for products shipped or delivered and services performed by unbilled or unpaid as of the Closing, except as provided in Section 1.2(viii), 1.2(x) or 1.2(xii).

1.1.7 Prepaid Assets; Deposits. Those prepaid assets, including prepaid rent for the month in which the Closing occurs, and security deposits posted by Sellers only with respect to locations covered by Real Property Leases to be assumed by Buyer, except as provided in Section 1.2(x).

1.1.8 Inventory. All inventory of any kind or nature, whether or not prepaid and wherever located, held or owned by any Seller for use in the Business, including all raw materials, work in process, semi-finished and finished products, replacement and spare parts, packaging materials, operating supplies, goods, materials, inventory and stock in trade, in transit or consigned inventory, fuels and other and similar items owned by Sellers exclusively for use or sale in the ordinary course of the Business (collectively, the "Inventory").

1.1.9 Third Party Causes of Action. Except as set forth in Section 1.2(ix) below, any rights, claims or causes of action of Sellers against any party to a Buyer Assumed Contract and/or against any Critical Vendor as listed on Exhibit A-5 arising out of events occurring prior to the Closing Date (including, for the avoidance of doubt, those arising out of events occurring prior to the Petition Date and those rights, claims or causes of action arising out of the Bankruptcy Code (including chapter 5 thereof)) relating to the Business, including (i) all Avoidance Actions against or otherwise involving (A) the Buyer; (B) trade vendors with respect solely to matters related to the Business; (C) counterparties to all Other Leases and Contracts; (D) current and former employees of the Sellers who become Rehired Employees; and (E) any party with which the Buyer does business regarding the Property or that is associated with the Business after the Closing Date with respect solely to matters related to the Business provided, however, Sellers shall retain such claims only to the extent such claims can be applied as a defense or offset against any claim asserted against Sellers by

has solely relied.

10.22 Employee Withholding. The parties agree that, pursuant to the “Alternative Procedure” provided in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, with respect to filing and furnishing IRS Forms W-2, W-3, and 941, (a) Sellers shall report on a “predecessor-successor” basis, as set forth therein, (b) Sellers shall be relieved from furnishing Forms W-2 to any of the employees of Sellers who become employees of Buyer, and (c) Buyer shall assume the obligations of Sellers to furnish such Forms W-2 to such employees for the year in which the Closing occurs.


10.23 Confidentiality Agreement. Except as provided herein, the Confidentiality Agreement previously executed between Buyer and Sellers on October 6, 2011, (the “Confidentiality Agreement”) shall remain in full force and effect during the term specified therein.

10.24 Bankruptcy Court Jurisdiction. BUYER AND SELLERS AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING; TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE BUSINESS OR THE PROPERTY AND/OR ASSUMED LIABILITIES, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.


Buyer:

LNC Ventures, LLC, a Texas limited liability company


By: 
Name: Daniel Hernandez
Its: President

Sellers:

SOUPER SALAD, INC., a Texas corporation

By: 
Name: WANDA OLGREN
Its: PRESIDENT + CEO

SOUPER BRANDS, INC., a Texas corporation

By: 
Name: WANDA OLGREN
Its: PRESIDENT + CEO

ATTACHMENT A

Definitions

For the purposes of this Agreement, the following terms shall have the meanings specified in this Attachment A:

“Action” means any action, suit, arbitration, claim, inquiry, proceeding or investigation by or before any Governmental Authority of any nature, civil, criminal, regulatory or otherwise, in law or in equity.

“Affiliate” (and, with a correlative meaning “affiliated”) means, with respect to any Person, any direct or indirect subsidiary of such Person, and any other Person that directory, or through one or more intermediaries, controls or is controlled by or is under common control with such Person. As used in this definition, “control” (including with correlative meanings, “controlled by” and “under control with”) means possession, directly or indirectly, of power to direct or cause the direction of the management or policies (whether through ownership of securities or partnership or other ownership interests, by Contract or otherwise).

“Applicable Law” means, with respect to any Person, any Law applicable to such Person or its business, properties or assets.

“Approval Order” means the Order of the Bankruptcy Court, in form and substance reasonably acceptable to Buyer, to be entered by the Bankruptcy Court pursuant to sections 363 and 365 of the Bankruptcy Code and (a) approving this Agreement and the transactions contemplated hereby; (b) approving the sale of the Property to Buyer free and clean of all Liens (other than Permitted Liens) pursuant to section 363(f) of the Bankruptcy Code (except as provided in this Agreement); (c) approving the assumption and assignment to Buyer of the Buyer Assumed Contracts pursuant to section 365(f)(2) of the Bankruptcy Code, subject to Buyer’s right to assume or reject any such Contract prior to the expiration of the Review Period as set forth in the Asset Purchase Agreement; (d) transferring and assigning the Buyer Assumed Contracts such that the Buyer Assumed Contracts will be in full force and effect from and after the Closing, subject to Buyer’s right to assume or reject any such Contract prior to the expiration of the Review Period as set forth in the Asset Purchase Agreement, with non-debtor parties being barred and enjoined from asserting against Buyer, among other things, defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the Closing; (e) finding that Buyer is a good-faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code; (f) confirming that Buyer is acquiring the Property free and clear of the Excluded Liabilities and providing for a full release of Buyer with respect to the Excluded Liabilities; (g) confirming that, to the extent the Buyer is owed funds from Sellers pursuant to this Agreement, the cash proceeds received by Sellers from Buyer in connection with the transactions contemplated hereby shall be subject to (and junior in right of payment to) Buyer’s right to recover such funds (including with respect to any claims Sellers’ senior lenders may have to such proceeds); (h) providing that the provisions of Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure are waived and there will

state or local government, any governmental authority, agency, department, board, commission or instrumentality or any political subdivision thereof, and any tribunal or court or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

“Hazardous Materials” means all substances defined as “hazardous substances,” “hazardous wastes,” “hazardous materials,” “pollutants,” “toxic wastes,” “toxic substances,” or “contaminants” or otherwise regulated under Environmental Laws or with respect to which liability or standards of conduct are imposed under Environmental Laws.

“Intellectual Property” means and includes all of the following in any jurisdiction throughout the world used in the Business: (i) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, divisionals, extensions and reexaminations thereof, (ii) trademarks including “Souper Salad” and “Souper Brands” (collectively, the “Names”), service marks, designs, trade dress, logos, slogans, trade names, internet domain names, corporate names, all applications, registrations and renewals in connection therewith and all translations, adaptations, derivations and combinations of any of the foregoing, together with all goodwill associated with any of the foregoing; (iii) copyrights, mask works and copyrightable works and all applications, registrations and renewals in connection therewith, (iv) trade secrets and confidential information (including formulations, ideas, research, recipes and development, information, know-how, inventions, technology, formulas, compositions, manufacturing and production processes and techniques, technical data, financial and marketing plans, customer and supplier lists and information, designs, drawings, plans, proposals and specifications), (v) computer software and systems (including source code, executable code, data, databases and related documentation), websites, URLs, email addresses and telephone numbers, (vi) copies and tangible embodiments of any of the foregoing in whatever form or medium and (vii) other proprietary and intellectual property rights.

“Law” means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation or other requirement enacted, promulgated, issued or entered by a Governmental Authority.

“Leased Facility” means any land, buildings, structures, improvements, fixtures or other interest in real property which any Seller has the right to use, and which is used or intended to be used by any Seller or used or intended to be used in, or otherwise related to, the Business.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Authority.

“Liabilities” means any and all debts, losses, liabilities, claims (including claims as defined in the Bankruptcy Code), damages, expenses, fines, costs, royalties, proceedings, deficiencies or obligations (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, absolute, contingent, accrued or unaccrued, liquidated or unliquidated, or otherwise

Exhibit C
Intangible Property

United States

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Comments</u>
EATING BETTER JUST GOT MORE AFFORDABLE (design)	9.14.2004	78/483,292	11.1.2005	3,011,404	Mark scheduled to be abandoned
THE FRESH PLACE TO BE	5.7.2001	76/252,977	1.21.2003	2,678,889	Renewal Due 1.21.2013
SOUPAH	2.28.2006	78/825,411	8.7.2007	3,277,903	Maintenance Affidavit due 8.7.2012
WE CARE HOW WELL YOU EAT	2.9.2006	78/811,569	7.8.2008	3,464,221	Maintenance Affidavit due 7.8.2013
SOUPER SALADS (design)	2.11.1982	73/349,851	8.2.1983	1,247,369	Renewal Due 8.2.2013
SOUPER FRESH	10.19.2001	76/328,051	12.28.2004	2,914,792	Renewal Due 12.28.2014
SOUPER! SALAD! (design)	5.9.2007	77/176,383	3.31.2009	3,597,084	Maintenance Affidavit due 3.31.2015
SOUPER FRESH CLUB	8.2.2010	85/098,452	6.14.2011	3,976,934	Maintenance Affidavit due 6.14.2017
SOUPER SALAD	9.6.1996	75/161,945	11.11.1997	2,112,007	Renewal due 11.11.2017

Canada

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Comments</u>
SOUPER SALAD	3.3.1999	1007206	1.26.2001	TMA540408	Renewal Due 1.26.2016

New Zealand

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Comments</u>
SOUPER SALAD	3.1.1999	305824	5.12.2000	305824	Renewal Due 3.1.2016