

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Z Pie, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Corporation
- Association
- Limited Partnership

Citizenship (see guidelines) CA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Z Pie, Inc.

Internal

Address: _____

Street Address: 3182 Center Street

City: Placerville

State: CA

Country: US Zip: 95667

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship CA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 9, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,835,725 & 2,837,613

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"Z Pie Gourmet Pot Pies" in Classes 30 and 42

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Richard A. Ryan

Internal Address: Suite 101

Street Address: 8497 N. Millbrook Avenue

City: Fresno

State: CA Zip: 93720

Phone Number: (559) 447-1837

Fax Number: (559) 447-1042

Email Address: richard@resnopatentlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

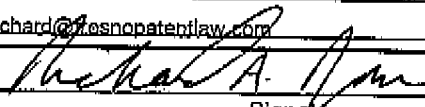
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1788
Expiration Date 09/2007

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

Date

Richard A. Ryan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 2835725

**TRADEMARK ASSIGNMENT AGREEMENT
(Z PIE, LLC - Z PIE, INC.)**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the last date set forth below by and between Z PIE, LLC ("Assignor") and Z PIE, INC., a California corporation ("Assignee").

RECITALS:

A. Assignor is the sole owner of the entire right, title and interest in and to U.S. Trademark Registration No. 2,835,725 for "Z Pie Gourmet Pot Pies" in International Class 30 for pot pies and U.S. Trademark Registration No. 2,837,613 for "Z Pie Gourmet Pot Pies" in International Class 42 for restaurants (hereinafter these trademarks are collectively referred to as the "Trademarks").

B. Assignor has agreed to and has transferred its business interests, including all of its rights and obligations related thereto, to Assignee, the owners of which are the same.

C. Assignor desires to assign the Trademarks, including all goodwill associated therewith, to Assignee and Assignee desires to acquire the Trademarks from Assignor so that Assignor may use the Trademarks and sublicense others to use the Trademarks throughout the United States and the world, without limitation.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Assignment of Trademarks. Assignor hereby wholly assigns to Assignee all of its existing and future right, title and interest in and to the Trademarks including, without limitation, all goodwill associated with each of the Trademarks (whether individually or collectively), claims to priority of use of the Trademarks and rights to file for trademark protection in any country foreign to the United States.

2. No Conflicting Grants. Assignor hereby covenants and represents that Assignor has the right to grant this Assignment and has not granted to any other person, firm, corporation or other entity any right, license or privilege of any kind relating to the Trademarks.

3. Execute Documents. The parties hereto agree that they will each execute all documents and assignments with respect to the Trademarks that are necessary or desirable to accomplish the objectives of this Agreement.

4. Entire Agreement. This Agreement, in conjunction with all other documents executed in connection with the transfer of assets and obligations between Assignor and Assignee, constitutes the entire agreement between the parties pertaining to the subject matter contained in them and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

5. Amendment; Waiver. This Assignment Agreement may not be amended, supplemented, canceled or discharged except by written instrument executed by the party adversely affected thereby. No failure to exercise, and no delay in exercising, 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 the exercise of any other right, power or privilege (hereunder or otherwise). No waiver of any breach of any agreement hereunder or any other agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same of any other agreement.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

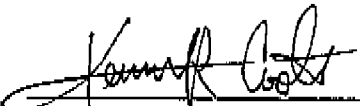
7. Effect of Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

8. Ambiguities or Uncertainties. This Agreement and any ambiguities or uncertainties herein or therein, shall be equally and fairly interpreted and construed without reference to the identity of the party or parties preparing this document or the documents referred to herein, on the express understanding and agreement that the parties hereto participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so.


IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of March, 2006 at Placerville, California.

"Assignor"

"Assignee"



Kevin R. Coots, Member/Manager
for Z Pie, LLC



Kevin R. Coots, President
for Z Pie, Inc.