

**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>
Noodle Time, Inc.		12/07/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aoki Group LLC		
<b>Street Address:</b>	Doraku Sushi		
<b>Internal Address:</b>	1104 Lincoln Road		
<b>City:</b>	Miami Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33139		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3153163	DORAKU SUSHI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)521-5450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-521-5400		
<b>Email:</b>	lmcaulay@reedsmith.com		
<b>Correspondent Name:</b>	Lloyd McAulay, Esq.		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	503838.20001 DORAKU SUSHI		
<b>NAME OF SUBMITTER:</b>	Lloyd McAulay		
<b>Signature:</b>	/Lloyd McAulay/		
<b>Date:</b>	02/01/2007		

OP \$40.00 3153163

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

**ASSIGNMENT OF TRADEMARK** ("Assignment") dated December 7, 2006, made by **NOODLE TIME, INC.**, a New York corporation ("Assignor") in favor of **AOKI GROUP LLC**, a Delaware limited liability company ("Assignee").

1. **Assignment.** For valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to each of the following:

(a) United States trademark Doraku Sushi (Registration No. 3,153,163), and all the goodwill related thereto, together with all rights to apply for, in the name of Assignee or otherwise as may be appropriate and as may be elected by Assignee, and to obtain and hold, registrations of the same, and renewals and extensions thereof, in all states of the United States and its territories and possessions, including, without limitation, Puerto Rico and in all other countries of the world ("Trademark").

(b) All claims, demands and causes of action of whatsoever nature with respect to the Trademark from and after the date hereof.

Assignor hereby authorizes and requests the United States Register of Patents, Copyrights and Trademarks, and, as appropriate, the corresponding officials in the several states, to record Assignee as the owner of and to issue in accordance with this Assignment all registrations of Trademark and all applications for any of the same, which are assigned to Assignee by this Assignment or which relate to the subject matter so assigned.

2. **Further Assurances.** Assignor shall perform all such other actions and shall execute, acknowledge and deliver all such assignments, transfers, consents and other documents as Assignee, or its counsel may reasonably request to vest more fully in Assignee, and perfect Assignee's right to and interest in, and enjoyment of, the Trademark assigned, transferred, sold, delivered and conveyed by this Assignment.

3. **Parties in Interest.** This Assignment shall inure to the benefit of Assignee and its successors, assigns and legal representatives, and shall be binding upon Assignor and its successors, assigns and legal representatives.

4. **Governing Law.** This Assignment shall be construed and enforced in accordance with the internal laws of the State of New York.

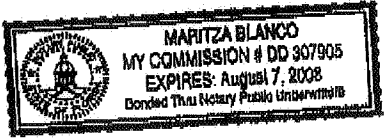
IN WITNESS WHEREOF, Assignor has duly executed this Assignment, and caused it to be acknowledged on the date first above written.

NOODLE TIME, INC.

By: *Joel A. Schwartz*  
Name: Joel A. Schwartz  
Title: President

STATE OF FLORIDA     )  
                                  ) SS.:  
COUNTY OF DADE     )

On the 7 day of December in the year 2006 before me, the undersigned, a Notary Public in and for said state, personally appeared Joel A. Schwartz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



*Maritza Blanco*  
Notary Public