

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icon Burger Acquisition 2006-1, LLC		07/13/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Icon Burger Development Company		
Street Address:	1515 Arapahoe Street, Tower 1		
Internal Address:	Suite 1000		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77107650	SMASH BURGER	
Serial Number:	78927001	ICONBURGER	
Serial Number:	78927429	ICONBURGER	
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-473-2726		
Email:	docket@hollandhart.com		
Correspondent Name:	Kristine M. Miller		
Address Line 1:	555 Seventeenth Street, Suite 3200		
Address Line 2:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	54006.0001		

OP \$90.00 77107650

NAME OF SUBMITTER:	Kristine M. Miller
Signature:	/Kristine M. Miller/
Date:	07/18/2007
Total Attachments: 2 source=Icon Burger TM Assignment#page1.tif source=Icon Burger TM Assignment#page2.tif	

ASSIGNMENT

This Assignment is made by and between Icon Burger Acquisition 2006-1, LLC, a Delaware limited liability company ("ASSIGNOR"); and Icon Burger Development Company, LLC, a Delaware limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR wishes to assign all worldwide rights, title and interest it may have in and to the trademarks, service marks, and logo designs listed on the attached Exhibit A, including all U.S. applications and registrations therefore, all common law rights associated therewith, and all goodwill identified thereby (collectively referred to as the "Marks"); and

WHEREAS, ASSIGNEE wishes to acquire all rights, title and interest in and to the Marks and that portion of the business of ASSIGNOR to which the Marks pertain, which business is ongoing and existing, pursuant to Section 10 of the Lanham Act, 15 U.S.C. Section 1060, and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:


1. ASSIGNOR hereby assigns to ASSIGNEE all of its rights, title and interest in and to the Marks, together with that portion of the business of ASSIGNOR to which the Marks pertain, worldwide.

ICON BURGER ACQUISITION 2006-1, LLC

By: Icon Burger Acquisition LLC, sole member

By: Icon Burger Development Company LLC, sole member

By: Icon Burger Holdings LLC, Managing Member

By: 
Name: Richard E Schaden
Title: Manager
Date: July 13, 2007

Accepted:

ICON BURGER DEVELOPMENT COMPANY, LLC

By: Icon Burger Holdings LLC, Managing Member

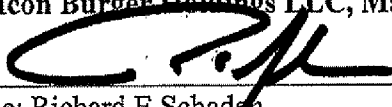
By: 
Name: Richard E Schaden
Title: Manager
Date: July 13, 2007

EXHIBIT A

to Assignment of Marks by and between **ICON BURGER ACQUISITION 2006-1, LLC** and
ICON BURGER ACQUISITION DEVELOPMENT COMPANY, LLC

SMASH BURGER for carry-out restaurants; catering; restaurant and bar services; self-service
restaurants (US Ser. No. 77/107,650)

ICONBURGER for carry-out restaurants; catering; restaurant and bar services; self-service
restaurants (US Ser. No. 78/927,001)

ICONBURGER & Design for carry-out restaurants; catering; restaurant and bar services; self-
service restaurants (US Ser. No. 78/927,429)

