

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
Lackmann Food Service, Inc.		07/01/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Compass Group USA, Inc.		
Street Address:	2400 Yorkmont Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2002145	"LIGHTER BY CHOICE"	
Registration Number:	2057789	"LIGHTER BY CHOICE"	
CORRESPONDENCE DATA			
Fax Number:	(704)295-5389		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-328-2838		
Email:	legal.trademarks-copyrights@compass-usa.com		
Correspondent Name:	Kathy Keller		
Address Line 1:	2400 Yorkmont Road		
Address Line 4:	Charlotte, NORTH CAROLINA 28217		
ATTORNEY DOCKET NUMBER:	LACKMANN		
NAME OF SUBMITTER:	Kathy Keller		
Signature:	/kathy keller/		
Date:	09/02/2009		

OP \$65.00 2002145

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is effective as of 12:01 a.m., July 1, 2009, by and between Lackmann Food Service, Inc., a New York corporation with a business address at 303 Crossways Park Drive, Woodbury, NY 11797 ("Assignor"), and Compass Group USA, Inc., a Delaware corporation with a business address at 2400 Yorkmont Road, Charlotte, NC 28217 ("Assignee").

WHEREAS, Assignor has adopted and used certain trademarks and service marks, which are registered with the United States Patent and Trademark Office and identified in Schedule A attached hereto and incorporated by reference herein (collectively, the "Marks");

WHEREAS, the parties have entered into an Asset Purchase Agreement, dated June 2, 2009 (the "Agreement"), relating to the transfer from Assignor to Assignee of various rights in business assets, including but not limited to the rights in the Marks; and

WHEREAS, Assignor desires to assign the Marks to Assignee, and Assignee wishes to acquire the Marks from Assignor, together with any goodwill associated with the Marks, pursuant to the terms herein and in a form acceptable for recordation by the U.S. Patent and Trademark Office.

NOW, THEREFORE, for the consideration described in the recitals above and in the Agreement, and other good and valuable consideration, the receipt of which is acknowledged, Assignor and Assignee agree as follows.


1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill associated with the Marks, and any and all registrations and applications for registration of the Marks, and also including, without limitation, any and all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Marks.
2. Assignor warrants that it has good title to the Marks, free and clear of any liens, pledges, security interests and encumbrances, that it has no actual or constructive knowledge of any claims that the Marks infringe, dilute, or otherwise misappropriate the intellectual property rights of another, and that it has full and complete power and authority to sell, transfer and assign the Marks to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Trademark Assignment on the day shown below.

ASSIGNOR:
Lackmann Food Service, Inc.

ASSIGNEE:
Compass Group USA, Inc.

By: _____
Andrew Lackmann, President

By:  _____
C. Palmer Brown,
VP Corporate Development

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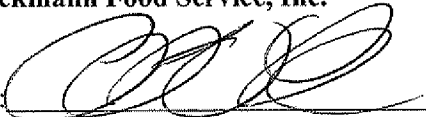
WHEREAS, Assignor desires to assign the Marks to Assignee, and Assignee wishes to acquire the Marks from Assignor, together with any goodwill associated with the Marks, pursuant to the terms herein and in a form acceptable for recordation by the U.S. Patent and Trademark Office.

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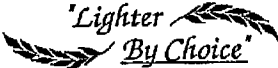
ASSIGNOR:
Lackmann Food Service, Inc.

By: 
Andrew Lackmann, President

ASSIGNEE:
Compass Group USA, Inc.

By: _____
C. Palmer Brown,
VP Corporate Development

SCHEDULE A

Mark	Registration No.	Registration Date	Goods & Services
	2002145	September 24, 1996	Class 016: newsletter containing recipes and nutritional information; Class 042: food contract services, namely providing food, creating menus, and providing information on health, nutrition and fitness
	2057789	April 29, 1997	Class 029: packaged food products, namely entrees consisting primarily of meat, fish, poultry and vegetables; Class 030: packaged food products, namely entrees consisting primarily of pasta and rice, packaged desserts, namely, cakes, pies, cookies, ice cream, frozen yogurt and sandwiches