

01-26-2004

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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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To the Honorable Commissioner of Patents and Trademarks 102653833

Send original documents or copy thereof.

1. Name of conveying party(ies): 115.04

Marco's, Inc.

- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: January 12, 2004

2. Name and address of receiving party(ies)

Name: Marco's, LLC

Internal

Address: \_\_\_\_\_

Street Address: 5252 Monroe Street

City: Toledo State: OH Zip: 43623

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other Ohio limited liability company

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)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) See attached

Assignment

Additional number(s) attached  Yes  No

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

Name: Cynthia L. Stewart

Internal Address: 32nd Floor

Street Address: 400 W. Market Street

City: Louisville State: ky Zip: 40202-3363

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

024275

DO NOT USE THIS SPACE

9. Signature.

Cynthia L. Stewart

Name of Person Signing

Cynthia L. Stewart  
Signature

January 14, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01/23/04 11:00 AM 00000125 084876 1170169

01/23/04 11:00 AM

TRADEMARK  
REEL: 002906 FRAME: 0735

<b>Trademark</b>	<b>Registration Number (USPTO)</b>	<b>Registration Number (Canada)</b>
Marco's (with design)®	1,172,629	TMA360,727
Chef Marco's®	1,049,162	
Chef Marco's (with design)®	1,316,241	
Marco's Pizza®	1,392,554	TMA412,731
Chef Marco Marco's Pizza Simply the Best (with design)®	2,136,580	
Hot2Go(with design)®	2770764	

## ASSIGNMENT

**WHEREAS, MARCO'S, INC.** ("Assignor") is using the following service marks and trademarks for restaurant and carry out services and for pizza and other food items (the "Marks") and has registered the Marks as indicated below:

<b>Trademark</b>	<b>Registration Number (USPTO)</b>	<b>Registration Number (Canada)</b>
Marco's (with design)®	1,172,629	TMA360,727
Chef Marco's®	1,049,162	
Chef Marco's (with design)®	1,316,241	
Marco's Pizza®	1,392,554	TMA412,731
Chef Marco Marco's Pizza Simply the Best (with design)®	2,136,580	
Hot2Go(with design)®	2770764	

**WHEREAS, MARCO'S, LLC**, formerly known as **Franchise Acquisition, LLC**, a limited liability company organized and existing under the laws of the State of Ohio, having a place of business at 5252 Monroe Street, Toledo, Ohio 43623 ("Assignee"), has acquired Assignor's entire right, title and interest in and to the Marks, the registrations thereof and all goodwill associated therewith, via a Purchase Agreement dated November 26, 2003 ("Purchase Agreement"), and an Amended and Restated Operating Agreement of the Assignee of even date ("Operating Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and the Operating Agreement, the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, Assignor's entire right, title and interest in and to the Marks in the United States of America and throughout the world, all registrations thereof, any pending applications relating thereto, and all goodwill associated therewith, including the full right to claim for any such Marks or registrations or applications relating thereto, of all benefits and priority rights under any applicable convention; to have and to hold for the sole and exclusive use and benefit of the Assignee and its successors and assigns.

The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of any applications that the Assignee may elect to make covering any of the Marks identified above to vest in the Assignee exclusive title in and to all such other applications and any registrations resulting therefrom; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment, provided that Assignee shall reimburse Assignor for the cost and expense of Assignor, if any, relating to such assistance by Assignor.

IN TESTIMONY WHEREOF, the Assignor has executed this Agreement.

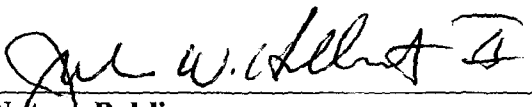
Dated: January 12, 2004.

MARCO'S, INC.

By   
Pasquale R. Giammarco, President

STATE OF OHIO        )  
                                  )  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January 2004 by Pasquale R. Giammarco, President of Marco's, Inc., who acknowledged he did sign the foregoing instrument and that the same is his free act and deed as such officer and the free act and deed of said Marco's, Inc.

  
\_\_\_\_\_  
Notary Public  
John W. Hilbert II, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration  
date. Section 147.03 R.C.

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