

09-09-2004

2.12.04



102832043

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Marco's, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Franchise Acquisition, 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

3. Nature of conveyance:

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

Execution Date: recorded January 14, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached

Schedule A 1172629

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: Frost Brown Todd LLC 32nd Floor

Street Address: 400 West 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

Signature

2-12-04

Date

4

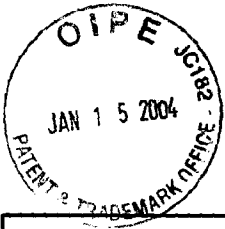
02/17/2004 UNELLER 00000123 024275 1172629 Total number of pages including cover sheet, attachments, and document:

01 FC:8521 40.00 BA 02 FC:8522 125.00 BA

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

TRADEMARK REEL: 003047 FRAME: 0385

<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	



01-26-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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



To the Honorable Commissioner of Patents and Trademarks 102653833 and original documents or copy thereof.

1. Name of conveying party(ies): 1.1504 Marco's, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State Ohio [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

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 [X] 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 [X] No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: January 12, 2004

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 [X] Yes [ ] No

6. Total number of applications and registrations involved: 6

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

7. Total fee (37 CFR 3.41) \$ 165.00 [ ] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 024275

9. Signature. Cynthia L. Stewart Name of Person Signing [Signature] 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

## 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:

Trademark	Registration Number (USPTO)	Registration Number (Canada)
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.

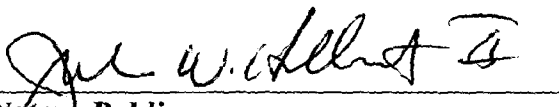
Dated: January 12, 2004.

MARCO'S, INC.

By   
Pasquale R. Giammarco, President

STATE OF OHIO            )  
  )  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this 12 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.

F:\...t363\jwh\marcos\marcos trademark assign 005

<b>Trademark</b>	<b>Registration Number (USPTO)</b>	<b>Registration Number (Canada)</b>
Marco's (with design)®	1,172,629	
Chef Marco's®	1,049,162	TMA360,727
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	

**EXHIBIT A**

<b>Trademark</b>	<b>Registration Number (USPTO)</b>
Marco's (with design)®	1,172,629
Chef Marco's®	1,049,162
Chef Marco's (with design)®	1,316,241
Marco's Pizza®	1,392,554
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, 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.



