

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Vienna Beef Ltd.		11/28/2006	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chelios Trademarks LLC		
<b>Street Address:</b>	2290 First National Building		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48226		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2892990	CHELI'S CHILI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(245)566-8533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2485668532		
<b>Email:</b>	tmdocketing@honigman.com		
<b>Correspondent Name:</b>	Jennifer Sheehan Anderson		
<b>Address Line 1:</b>	38500 Woodward Ave., Suite 100		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5048		
<b>ATTORNEY DOCKET NUMBER:</b>	216533-107668		
<b>NAME OF SUBMITTER:</b>	Jennifer Sheehan Anderson		
<b>Signature:</b>	/Jennifer Sheehan Anderson/		
<b>Date:</b>	02/08/2007		

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Total Attachments: 2

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**ASSIGNMENT OF TRADEMARK**

**WHEREAS**, Vienna Beef Ltd., an Illinois corporation, located at 2501 North Damen Avenue, Chicago, Illinois 60647 ("Assignor"), is the sole and exclusive owner of the trademark identified in Schedule A attached hereto and made a part hereof.

**WHEREAS**, Chelios Trademarks LLC, a Michigan Limited Liability Company with offices at 2290 First National Building, Detroit Michigan 48226 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said trademark and the registration thereof.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in, to and under said trademark and any registrations and applications for registration thereof (the "Trademark"), together with the entire business and goodwill of the business associated with and symbolized by the Trademark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

**IN TESTIMONY WHEREOF**, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 28th day of November, 2006.

Vienna Beef Ltd.

By: 

Tim O'Brien, its Executive Vice President

**SCHEDULE A**

**Trademark**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
CHELI'S CHILI (& Design)	2,892,990	October 12, 2004

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