

06/11/98

06-16-1998



COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner

100739641

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Bojangles' Restaurants, Inc. 9432 Southern Pine Boulevard Charlotte, NC 28273

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

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

3. Nature of conveyance:

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

Execution Date: March 31, 1998

2. Name and address of receiving party(ies)

Name: Bojangles' International, LLC Internal Address: Street Address: 9432 Southern Pine Boulevard City: Charlotte State: NC ZIP: 28273

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: NA Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) See attached Assignment and Schedule A

B. Trademark Registration No.(s) See attached Assignment and Schedule A

Additional numbers attached? Yes No

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

Name: Bojangles' International, LLC

Internal Address:

Street Address: 9432 Southern Pine Boulevard

City: Charlotte State: NC ZIP: 28273

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41) \$ 1,115.

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 04-0952

(Attach duplicate copy of this page if paying by deposit account)

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bojangles' Restaurants, Inc. W. Glenn Gulledge, President

Name of Person Signing

Signature: W. Glenn Gulledge

Date: March 31, 1998

Date

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

4

**SCHEDULE A
FEDERAL TRADEMARK REGISTRATIONS**

<u>Name</u>	<u>Registration No.</u>	<u>Date</u>
BOJANGLES' FRIED CHICKEN	1,124,591	8/28/79
BOJANGLES' & Design	1,185,003	1/5/82
BOJANGLES	1,214,458	10/26/82
BOJANGLES' CAJUN PINTOS	1,218,514	11/30/82
BOJANGLES' DIRTY RICE	1,219,347	12/7/82
BOJ & Design	1,271,955	3/27/84
BOJANGLES' FAMOUS CHICKEN 'N BISCUITS	1,271,956	3/27/84
BOJANGLES' CAJUN SPICED CHICKEN	1,177,496	11/10/81
IT'S CAJUN SPICED	1,175,371	10/27/81
COME FOR SUNDAY COOKIN' ANYTIME	1,405,335	8/12/86
FAST FOOD BLUES	1,405,336	8/12/86
CINNAMON TWIST & Design	1,418,509	11/25/86
EGG BO BISCUIT	1,386,213	3/11/86
BOJANGLES' & Design	1,426,710	1/27/87
WHEN YOU'RE READY FOR FLAVOR	1,428,883	2/10/87
BO TO GO & Design	1,503,173	9/6/88
BO-TO-GO	1,488,726	5/17/88
BO-JRS.	1,509,435	10/18/88
BO-JRS & Design	1,509,436	10/18/88
BO-TATO ROUNDS	1,496,914	7/19/88
THERE'S ALWAYS SOMETHING HAPPENIN' AT THE BO	1,505,350	9/20/88
COOKIN' LIKE NEVER BEFORE	1,635,144	2/12/91
BISCUIT BO*NANZA	060,750	5/21/90
CHICKEN SUPREMES	104,982	10/10/90
CHICKEN SUPREMES	126,597	12/24/90
BO-BERRY BISCUITS	1,750,293	2/2/93
CAJUN LITE & Design	1,684,558	4/28/92
SOUTHERN LITE & Design	1,684,557	4/28/92
SOUTHERN LITE	1,735,051	11/24/92
'JUST GOTTA HAVE MORE!	1,726,558	10/20/92
CAROLINA CAJUN BAR-B-QUE	1,763,117	4/6/93
CAROLINA GRILLE	1,761,584	3/30/93
BUFFALO BITES (Supplemental Register)	1,792,235	9/7/93
BUFFALO BITES & Design	1,850,798	8/23/94
BO'S CAJUN ROAST CHICKEN & Design	1,799,527	10/19/93
BO'S CAJUN ROAST	1,827,593	3/22/94
BO'S CAJUN ROAST & Design	1,835,580	5/10/94
UN*BO*LIEVABLE!	1,924,331	10/3/95
COMBOMANIA	74/512,806	4/15/94
COMBOMANIA	1,980,984	6/18/96
BOJANGLES' EXPRESS & Design	1,948,685	1/16/96
COME TASTE THE DIFFERENCE	1,963,170	3/19/96
BISCUITS AND BAGELS	74/701,373	7/14/95
DIRTY RICE	75/188,457	10/28/96

FEDERAL TRADEMARKS

ASSIGNMENT

WHEREAS, BOJANGLES' RESTAURANTS, INC. (hereinafter "Assignor"), a Delaware corporation, with a mailing address of 9432 Southern Pine Boulevard, Charlotte, North Carolina 28273, is the owner of the entire right, title and interest in and to the following trademarks and corresponding United States Trademark Registrations, hereinafter collectively referred to as the "TRADEMARKS" as set forth in Schedule A, attached herewith.

WHEREAS, BOJANGLES INTERNATIONAL, LLC., (hereinafter "Assignee") a Delaware corporation, located at 9432 Southern Pine Boulevard, Charlotte, North Carolina 28273, is desirous of acquiring the TRADEMARKS; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, BOJANGLES' RESTAURANTS, INC. does hereby assign to BOJANGLES INTERNATIONAL, LLC. all right, title and interest in and to the TRADEMARKS together with the goodwill of the business symbolized by the TRADEMARKS, and the right to renew the Trademark Registrations to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of any or all of said TRADEMARKS with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.


Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations for the TRADEMARKS to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at its expense, communicate to Assignee any facts relating to the TRADEMARKS known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office.

Assignor agrees at any time and from time to time, at Assignor's sole cost and expense, to obtain, procure, execute and deliver, file and affix such further agreements, bills of sale and assignments, instruments, documents, notices, statements, writings, powers, tax stamps and information, and to do or cause to be done all such further acts and things (including the execution, delivery and filing of transfer documents, payment of filing fees and transfer fees, gains and recording taxes) as Assignee may reasonably request, from time to time, in its discretion. Without limiting the foregoing, Assignor authorizes Assignee to execute and file, or file without Assignor's signature, any and all transfer documents, amendments thereto and continuations thereof as Assignee deems necessary or appropriate and Assignor shall pay and indemnify Assignee for and hold Assignee harmless from any and all costs and expenses in connection therewith. Assignor further agrees that it will promptly notify Assignee of and agree to correct any defect, error or omission in the contents of any of the transfer documents or in the execution, delivery or acknowledgment thereof.

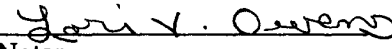
IN TESTIMONY WHEREOF, BOJANGLES' RESTAURANTS, INC.

has hereby executed this Assignment this 31st day of March, 1998.

By: 
Name: W. Glen Gullidge
Title: PRESIDENT

Notarial Certificate

On this 31st day of March, 1998, personally appeared before me W. Glen Gullidge, who did say that he is President of BOJANGLES' RESTAURANTS, INC., and that he executed the above assignment on behalf of the said corporation, and for the purposes therein set forth.


Notary