

01-04-1999

SHEET



TO THE HONORABLE COMMISSION
thereof.

use record the attached original documents or copy

100933211

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Buddy Freddys, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Florida
- Other:

*MRO
12-23-98*

Additional name(s) of conveying party(ies) attached?

- Yes No

2. Name and address of receiving party(ies):

Name: Star Buffet, Inc.

Internal Address:

Street Address: 440 Lawndale Drive

City: Salt Lake City

State: UT

ZIP: 84115

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - Delaware
- Other:

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OFFICE

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) and address(es) attached?

- Yes No

3. Nature of conveyance:

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

Execution Date: March 31, 1998

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

a. Trademark Application No(s)

None

b. Trademark Registration No(s):

1,660,216

1,552,368

Additional numbers attached? Yes No

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

Name: Jeffrey L. Van Hoosear

KNOBBE, MARTENS, OLSON & BEAR, LLP

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach

State: CA

ZIP: 92660

7. Total fee (37 CFR 3.41): \$65

Enclosed

Authorized to be charged to deposit account

65 E

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 3

9. Statement and signature.

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.

Jeffrey L. Van Hoosear

Name of Person Signing

[Handwritten Signature]
Signature

[Handwritten Date]
Date

Date

Total number of pages, including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

12/31/1998 DMGUYEN 00000139 1660216

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

01 FC:481

40.00 OP

02 FC:482

25.00 OP

GBP 6/9/gp/121698

KNOBBE, MARTENS, OLSON & BEAR, LLP
620 NEWPORT CENTER DR., 16TH FLOOR, NEWPORT BEACH, CA 92660
(949) 760-1404 FAX (949) 761-9502

TRADEMARK
REEL: 1834 FRAME: 0828

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 31st day of March, 1998, by and between Buddy Freddys, Inc., a Florida corporation having a place of business at 4108 Bugg Road, Plant City, Florida 33567 (hereinafter referred to as "ASSIGNOR"), and Star Buffet, Inc., a Delaware corporation having a place of business at 440 Lawndale Drive, Salt Lake City, Utah 84115 (hereinafter referred to as "ASSIGNEE")

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all right, title, and interest in and to the Trademarks and Registrations worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all right, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all right, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A; and
- (2) the Registrations set forth in Schedule B

together with the goodwill symbolized by said Trademarks and Registrations concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at _____ this 18th day of NOV, 1998.

Buddy Freddys, Inc.
a Florida corporation

By _____

Name: Buddy Johnson

Title: Pres.

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Marks: BUDDY FREDDYS and Design
BUDDY FREDDYS

SCHEDULE B

Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
BUDDY FREDDYS and Design	1,660,216	October 8, 1991	42
BUDDY FREDDYS	1,552,368	August 15, 1989	42

CAB-7672 cb:ep: dd1
1-3098