

01-13-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
12 14 98

Conveying Party

Mark if additional names of conveying parties attached

Name Lyon's Restaurants, Inc.

Execution Date
Month Day Year
12 14 98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Lyon's of California, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 9255 Towne Centre Drive

Address (line 2) Suite 600

Address (line 3) San Diego California 92121

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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01 FC:481
02 FC:482

40.00 OP
250.00 OP

TRADEMARK
REEL: 1838 FRAME: 0603

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1510302"/>	<input type="text" value="1637969"/>	<input type="text" value="1042003"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1959057"/>	<input type="text" value="519668"/>	<input type="text" value="985544"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1543748"/>	<input type="text" value="1644036"/>	<input type="text" value="544650"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Stephen B. Rodner

1/6/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Appendix A

LYON'S RESTAURANTS, INC.

Federal Trademark Registrations - Current

6/20/98

Mark	Reg. No.	Class	Reg. Date
ALL-AMERICAN BREAKFAST	1,510,302	29 - Egg-based combination breakfasts, etc.	10/25/88
IT'S ALL ABOUT THE FOOD	1,959,057	42 - Restaurant services	2/27/96
LYONBURGER	1,543,748	29 - Sandwiches	6/13/89
LYON'S	1,637,969	42 - Restaurant services	3/12/91
LYONS (stylized)	519,668	32 - Soda fountain syrups	1/10/50 renewed 1/10/90
LYON'S (stylized - 1989 logo)	1,644,036	42 - Restaurant services	5/7/91
LYON'S and design (old lion and crown logo)	1,042,003	42 - Restaurant services	1/22/76
LYON'S and design (current crown logo)	1,985,544	42 - Restaurant services	7/9/96
LYON'S GREAT FOOD & DRINKS (stylized - 1989 logo)	1,645,642	42 - Restaurant and take out food services	5/21/91
MIGHTY LYON	1,540,700	29 - Dinner entree consisting of a sandwich, etc.	5/23/89
PYRAMID BREAKFAST	1,544,650	29 - complete breakfast meal incl. eggs, etc. 30 - complete breakfast meal incl. pancakes, etc.	6/20/89

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is delivered as of December 14, 1998 from Lyon's Restaurants, Inc., a Delaware corporation ("Seller") to Lyon's of California, Inc., a California corporation ("Buyer").

RECITALS

A. Pursuant to an Asset Purchase Agreement (the "Agreement") dated as of August 14, 1998, Seller is selling to Buyer various assets owned by Seller and which have been used by Seller in connection with Seller's operation of a chain of restaurants doing business under the name "Lyon's Restaurants" (the "Business").

B. In connection with the Agreement, Seller has agreed to assign to Buyer certain intellectual property held by Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

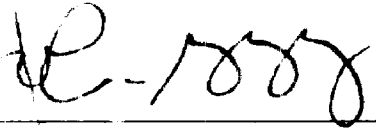
1. Assignment by Seller. Effective as of the Closing Date (as defined in the Agreement), Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer all of Seller's right, title, and interest in and to all intangible personal property owned or held by Seller and used exclusively in connection with the Business, but in all cases only to the extent of Seller's interest and only to the extent transferable, together with all books, records and like items pertaining to the Business, including, without limitation, the name "Lyon's Restaurants", the goodwill of the Business, trademarks (including without limitation, those listed on Appendix A attached hereto), trade names, service marks, all plans and specifications for the Improvements, all appraisals, engineering, soils, pest control, and other reports relating to real property the lease for which is assumed by Buyer, catalogues, customer lists and other data bases, correspondence with present or prospective customers and suppliers, advertising materials, software programs, and telephone exchange numbers identified with the Business and all permits, licenses, authorizations, and approvals relating to the operation of the Business (collectively, the "Intangible Property"). As used in this Assignment, Intangible Property shall in all events exclude any software or other item of intangible property held by Seller pursuant to a license or other contract where Buyer does not assume the underlying contract relating to such intangible personal property at the closing.

2. Assignment Made Without Representations or Warranties The assignment by Seller to Buyer of the above property is made without any representations or warranties whatsoever, whether express or implied, other than those, if any, set forth in the Agreement.

3. Assignment Subject to Agreement. This Assignment is delivered pursuant to the Agreement and is subject to the terms of the Agreement.

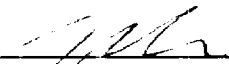
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above first.

LYON'S RESTAURANTS, INC.,
a Delaware corporation

By: 
Name: John G. Ghuzzi
Its: President and Chief Executive Officer

ACCEPTED

LYON'S OF CALIFORNIA, INC.,
a California corporation

By: 
Name: John A. Bicks
Its: Senior Vice President and General Counsel