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To the Honorable Commissioner o.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Hamlin Food Products Group, Inc.

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

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

3. Nature of conveyance:

2-8-99

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

Execution Date: January 20, 1999

2. Name and address of receiving party(ies)

Name: Hotlanta Wings, Inc.

Internal Address:

Street Address: 255 Putting Green Lane

City: Roswell State: GA ZIP: 30076

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 1,896,361 - HOTLANTA

Additional numbers attached? Yes No

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

Name: Henry B. Ward, III, Esq. ALSTON & BIRD LLP Internal Address: P.O. Drawer 34009

Street Address: 1211 E. Morehead Street

City: Charlotte State: NC ZIP: 28234

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

If additional fees are needed please us

8. Deposit account number:

16-0605

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

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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.

Henry B. Ward, III Name of Person Signing

Signature

Feb. 3, 1999 Date

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

5

TRADEMARK ASSIGNMENT

Between
Hotlanta Wings, Inc. and Hamlin Food Products Group, Inc.
for the Mark Hotlanta

WHEREAS, HAMLIN FOOD PRODUCTS GROUP, INC., a Texas corporation, having a principal place of business at 1 Chisholm Trail, P.O. Box 160, Buda, Texas 78610 (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the following Trademark and the corresponding United States Trademark Registration therefor:

Trademark: **HOTLANTA**
Registration No.: 1,896,361
Registered: May 30, 1995
Int. Class: 30

WHEREAS, HOTLANTA WINGS, INC., a Georgia corporation, having a principal place of business at 255 Putting Green Lane, Roswell, Georgia 30076 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the above-identified trademark and the corresponding United States Trademark Registration therefor:

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the above-identified trademark and the corresponding United States Trademark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and all rights of action against third parties for past infringement, present infringement and/or future

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ALSTON & BIRD

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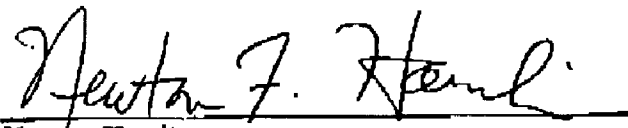
infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 20th day of

January, 1999.

HAMLIN FOOD PRODUCTS GROUP, INC.



Newton Hamlin
President

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