

02-17-1999



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

MEU 2-10-99

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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

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)

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

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

02/17/1999 JSHBAZZ 00000010 1510302

01 FC:481 40.00 DP
02 FC:482 175.00 DP

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

TRADEMARK
REEL: 1855 FRAME: 0077

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

(214) 220-6453

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="1543748"/>	<input type="text" value="1637969"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="519668"/>	<input type="text" value="1644036"/>	<input type="text" value="1645642"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1540700"/>	<input type="text" value="1544650"/>	<input type="text"/>

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.

Angela R. Maverick, Attorney

Name of Person Signing

Angela Maverick

Signature

Feb. 1, 1990

Date Signed

LYON'S OF CALIFORNIA, INC.

ASSIGNMENT OF LICENSE

THIS ASSIGNMENT OF LICENSE (this "Assignment") is made and entered into to be effective as of the 14TH day of December, 1998, by and between LYON'S OF CALIFORNIA, INC., a California corporation ("Assignor") and USRP (FINANCE), LLC, a Texas limited liability company ("USRP"), (together with its successors and assigns, the "Assignee").

RECITALS:

A. Assignor has entered into certain Loan and Security Agreements (collectively, the "Security Agreements") dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time), with USRP pursuant to which Assignor has agreed to make an assignment of a royalty-free license to use certain intellectual and intangible property to Assignee.

B. Pursuant to the Security Agreements, USRP is making loans (each a "Loan" and collectively, the "Loans") to Assignor.

C. It is a condition to the obligation of Assignor under the Security Agreements that Assignor execute and deliver this Assignment.

D. Capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Security Agreements, the terms of each of which are specifically incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, Assignor hereby assigns, transfers, conveys and sets over unto Assignee an irrevocable royalty-free license to use the Property (as hereinafter defined).

TO HAVE AND TO HOLD the same unto Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

Section 1. Definitions.

As used herein, the following term shall have the following meaning:

"Property" shall mean the Lyon's trade name, trademark, or similar or related intellectual property owned by Assignor and necessary for Assignee to continue to operate a Lyon's Restaurant at each of the Mortgaged Properties for the remaining term of the lease applicable to each such Mortgaged Property, including, but not limited to, the federal and state trademark registration set forth on Exhibit A attached hereto.

Section 2. Certain Representations, Warranties and Covenants.

Assignor represents, warrants and covenants to Assignee that Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment.

Section 3. Deferred Exercise of Rights.

Subject to the third sentence of this Section 3, as part of the consideration for the Loans evidenced by the Security Agreements, Assignor does hereby absolutely and unconditionally assign to Assignee all right, title and interest of Assignor in the Property, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Notwithstanding anything herein contained to the contrary, (a) upon (i) the occurrence and during the continuation of an Event of Default, and (ii) the foreclosure by the Assignee of a Pledged Store, Assignee shall have a royalty-free license: (x) to use the Property necessary for Assignee to continue to operate a Lyon's Restaurant at such Pledged Store for the remaining term of the lease applicable to such Pledged Store, and (y) to use Assignor's Liquor License related to such Pledged Store, to the extent permitted by law and (b) in all other cases, the Assignor shall be able to continue to exercise any and all of its exclusive rights, title and interests in the Property related to each Pledged Store and the Assignee shall not be able to exercise any rights given to it under this Assignment.

Section 4. Effect on Rights Under Other Documents.

Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Security Agreements, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Security Agreements.

Section 5. Attorney-in-Fact.

Unless and until an Event of Default shall occur and be continuing, Assignor hereby appoints USRP the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Security Agreements to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest.

Section 6. Termination.

USRP, by the acceptance of this Assignment, agrees that unless and until an Event of Default shall occur and be continuing, upon termination of the Security Agreements this Assignment shall terminate, and USRP shall execute and deliver to Assignor, upon such termination such instruments of release, re-assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

Section 7. Expenses.

Assignor agrees to pay to Assignee all reasonable out-of-pocket expenses (including reasonable expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by Assignee of any obligation of Assignor hereunder which Assignor has failed or refused to perform.

Section 8. Further Assurances.

Assignor agrees that, from time to time upon the written request of Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable (in the reasonable judgment of Assignee) to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

Section 9. Miscellaneous.

(a) No failure on the part of Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF TEXAS SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT ARISING HEREUNDER. ALL PROVISIONS OF THE SECURITY AGREEMENTS INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE SECURITY AGREEMENTS.

(c) All rights and remedies set forth in this Assignment are cumulative, and Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Assignee in the Security Agreements. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Assignee under the Security Agreements.

Section 10. No Oral Change.

This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.

Section 11. Successors and Assigns.

Assignor may not assign its rights under this Assignment except as permitted under the Security Agreements. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

Section 12. Notices.

All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Security Agreements.


Assignor hereby acknowledges that it has received a copy of this Assignment free of charge.

Section 13. Governing Law.

THIS ASSIGNMENT, THE NOTE, THE SECURITY AGREEMENTS AND THE OTHER LOAN DOCUMENTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW). THIS ASSIGNMENT AND ALL OTHER LOAN DOCUMENTS WERE NEGOTIATED IN THE STATE OF TEXAS, AND SUCH LOAN DOCUMENTS SHALL NOT BE EFFECTIVE UNTIL AN EXECUTED COPY THEREOF IS DELIVERED AND ACCEPTED BY ASSIGNEE AT ITS HEADQUARTERS IN DALLAS, TEXAS.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written.

LYON'S OF CALIFORNIA, INC.

By: 

Name/Title: John A. Bick

Jr. V.P.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John A. Breen, Sr. Vice-Pres. of LYON'S OF CALIFORNIA, INC., a California corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of December, 1998.

[SEAL]

Valerie S. Siverling
Notary Public, State of Texas

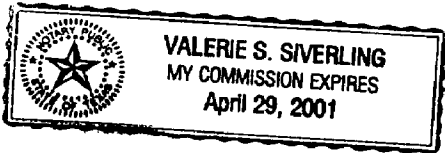


EXHIBIT A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALL-AMERICAN BREAKFAST	R 1,510,302	10/25/88
LYONBURGER	R 1,543,748	6/13/89
LYON'S	R 1,637,969	3/12/91
LYONS (design)	R 519,668	1/10/50, renewed 1/10/90
LYON'S (design - current logo)	R 1,644,036	5/17/91
LYON'S GREAT FOOD & DRINKS (design - current logo)	R 1,645,642	5/21/91
MIGHTY LYON	R 1,540,700	5/23/89
PYRAMID BREAKFAST	R 1,544,650	6/20/89