

02-25-1999

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027



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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 2-22-99

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

02/24/1999 DNGUYEN 00000125 1634585

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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: 1859 FRAME: 0908

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)

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Registration Number(s)

<input type="text" value="1634585"/>	<input type="text" value="1667915"/>	<input type="text" value="1287478"/>
<input type="text" value="1661264"/>	<input type="text" value="1766364"/>	<input type="text" value="1862912"/>
<input type="text" value="1979684"/>	<input type="text" value="2041404"/>	<input type="text" value="2078872"/>

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, 1999

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT OF LICENSE

THIS ASSIGNMENT OF LICENSE (this "*Assignment*") is made and entered into to be effective as of the 19 day of January, 1999, by SPAGHETTI WAREHOUSE, INC., a Texas corporation ("*Assignor*") in favor of U. S. RESTAURANT PROPERTIES, INC., a Maryland corporation ("*Assignee*").

RECITALS

A. Assignor and Assignee (or its affiliates) have entered into a certain Operating Lease Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time) (the "*Lease Agreement*"), 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 Lease Agreement, Assignee is leasing certain real property to Assignor.

C. It is a condition to the obligation of Assignor under the Lease Agreement 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 Lease Agreement, 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) in accordance with the operating standards required under Assignor's Uniform Franchise Offering Circular in effect from time to time or as otherwise required of Assignor's franchisees.

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 terms shall have the following meanings:

(a) Property shall mean the Spaghetti Warehouse trade name, trademark, or similar or related intellectual property owned by Assignor and necessary for Assignee to continue to operate an Spaghetti Warehouse Restaurant at each of the Terminated Leased Properties for the remaining term of the lease applicable to each such Terminated Leased Property. Property also includes Tenant's liquor license to the extent permitted by law.

Section 2. Certain Representations, Warranties and Covenants.

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

Section 3. Deferred Exercise of Rights.

As part of the consideration for lease evidenced by the Lease Agreement, 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 the foregoing, upon notice from Assignee to Assignor of an election by Assignee of the remedy under subparagraph (b) of Section 17.2 the Lease Agreement, Assignee shall have a royalty-free license, limited as provided in this Assignment and the Lease Agreement (i) to use the Spaghetti Warehouse trade name, trademark, or similar or related intellectual property owned by Assignor and necessary for Assignee to continue to operate an Spaghetti Warehouse Restaurant at each of the Terminated Leased Properties for the remaining term of the lease applicable to each such Terminated Leased Property, whether Assignor or its affiliates are tenants under the Lease Agreements, or the Lease Agreement has been assigned in accordance with the provisions thereof; and (ii) to use Tenant's liquor license to the extent permitted by law.

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 Lease Agreement, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Lease Agreement.

Section 5. Attorney-in-Fact.

Upon the occurrence and during the continuance of an election by Assignee of the remedy under subparagraph (b) of Section 17.2 the Lease Agreement, Assignor hereby appoints Assignee

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 Lease Agreement to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest.

Section 6. Termination.

Assignee, by the acceptance of this Assignment, agrees that unless an election by Assignee of the remedy under subparagraph (b) of Section 17.2 the Lease Agreement has occurred, upon termination of the Lease Agreement this Assignment shall terminate, and Assignee 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 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 shall 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 LEASE AGREEMENT 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 LEASE AGREEMENT.

(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 under the arbitration provisions set forth below, 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 Lease Agreement. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Assignee under the Lease Agreement.

(d) Any controversy or claim (including, without limitation, whether any controversy or claim is subject to arbitration) arising out of or relating to this Assignment, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules ("**Rules**"), and shall be held in Dallas, Texas. Any dispute submitted for arbitration shall be referred to a panel of three arbitrators. The party or parties submitting ("**Submitting Party**") the intention to arbitrate (the "**Submission**") shall nominate one arbitrator. Within 30 days of receipt of the Submission, the party or parties receiving the Submission ("**Answering Party**") shall nominate one arbitrator. If the Answering Party fails to timely nominate an arbitrator, then the second arbitrator shall be appointed by the AAA in accordance with the Rules. If the arbitrator chosen by the Submitting Party and the arbitrator chosen by or selected for the Answering Party can agree upon a neutral arbitrator within fifteen days of the choice or selection of the Answering Party's arbitrator, then such individual shall serve as the third arbitrator. If no such agreement is reached, a third neutral arbitrator shall be appointed by the AAA in accordance with the Rules. The parties agree that they will consent to an expedited proceeding under the Rules, to the full extent the AAA can accommodate such a request. The ruling of the arbitrators shall be binding and conclusive upon all parties hereto and any other person or entity with an interest in the matter. The arbitration provision set forth in this Section shall be a complete defense to any suit, action or other proceeding instituted in any court regarding any controversy or claim (including, without limitation, whether any controversy or claim is subject to arbitration) arising out of or relating to this Agreement, or the breach thereof; provided, however, that (i) any of the parties may request a Texas State District Court in Dallas County, Texas, to provide interim injunctive relief in aid of arbitration hereunder or to prevent a violation of this Agreement pending arbitration hereunder (and any such request shall not be deemed a waiver of the obligations to arbitrate set forth in this Section), (ii) any ruling on the award rendered by the arbitrators may be entered as a final judgment in (and only in) a Texas State District Court in Dallas County, Texas (and each of the parties hereto irrevocably submits to the jurisdiction of such court for such purposes) and (iii) application may be

made by a party to any court of competent jurisdiction wherever situated for enforcement of any such final judgment and the entry of whatever orders are necessary for such enforcement. In any proceeding with respect hereto, all direct, reasonable costs and expenses (including, without limitation, AAA administration fees and arbitrator fees) incurred by the parties to the proceeding shall, at the conclusion of the proceeding, be paid by the party incurring same.

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 Lease Agreement. Assignee may assign its rights under this Assignment to any of its affiliates who enter into the Lease Agreement. 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 Lease Agreement.

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

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

SPAGHETTI WAREHOUSE, INC.

By: _____
Name: John R.W. Cracken
Title: Vice Chairman

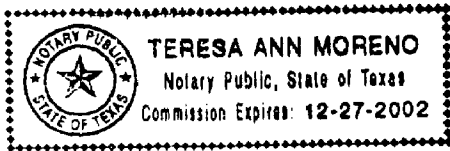
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John R.W. Cracken, Vice Chairman of SPAGHETTI WAREHOUSE, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 20th day of January, 1999.

Teresa Ann Moreno

Notary Public, State of Texas



ASSIGNMENT OF LICENSE

DAL02:136637.1