

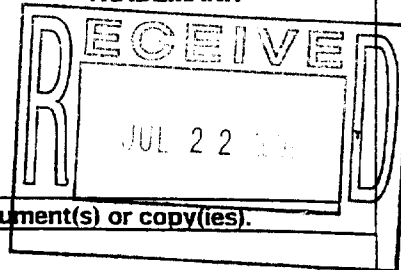
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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



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

Submission Type **7-22-99**

- New
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Document ID #
- Correction of PTO Error
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- Conveyance Type
- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
Effective Date
Month Day Year
 - Change of Name
 - Other

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

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

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.)

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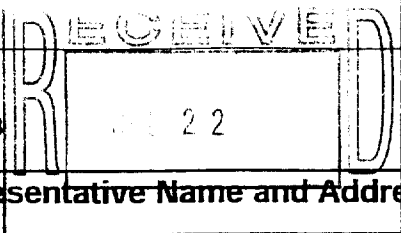
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments 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:
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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="1,385,562"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Jeffrey E. Fine
Name of Person Signing

Jeffrey E. Fine
Signature

7-19-99
Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Innovative Restaurant Concepts, Inc., a Georgia corporation ("Assignor"), is the owner of the entire right, title and interest in and to the RAY'S ON THE RIVER trademark, U.S. Trademark Registration No. 1,385,562 (the "Trademark Rights"); and

WHEREAS, Specialty Restaurant Development of Georgia, LLC, a Georgia limited liability company ("Assignee"), desires to acquire the entire right, title and interest in and to the Trademark Rights; and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated February 8, 1999, as amended and assigned in part to Assignee (the "Asset Purchase Agreement"), and the Asset Purchase Agreement contemplates the execution of this Trademark Assignment.

NOW, THEREFORE, in consideration of the consideration contemplated in the Asset Purchase Agreement and other good and valuable consideration received from Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark Rights, together with that portion of the good will of the business of Assignor connected with the use of and symbolized by the trademark included in the Trademark Rights and the knowhow associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, and all causes of action, past, present and future or infringement of the Trademark Rights.

Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns such facts relating to the Trademark Rights or the history thereof as may be known to it.

Assignor further warrants that the Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interests of third parties.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of April 26, 1999.

INNOVATIVE RESTAURANT CONCEPTS, INC.

By 

Robert T. Steinkamp, Vice President