

11-30-1999



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*MED 11-18-99*

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  
Effective Date  
Month Day Year
- Merger
- 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

FL

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

11/29/1999 DNGUYEN 00000118 1304242

FOR OFFICE USE ONLY

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02 FC:482

40.00 OP  
75.00 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: 001992 FRAME: 0791

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1304242"/>	<input type="text" value="1664115"/>	<input type="text"/>
<input type="text" value="1535833"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1568893"/>	<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.

H. Graham Beene

*H. Graham Beene*

11-18-99

Name of Person Signing

Signature

Date Signed

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement ("Bill of Sale") dated as of March 30, 1999, is by and among Piccadilly Cafeterias, Inc., a Louisiana corporation ("Piccadilly"), Piccadilly Restaurants, Inc., a Louisiana corporation, ("Restaurants" and together with Piccadilly, the "Sellers"), and Cobb Investment Company, Inc., a Delaware corporation (the "Buyer"). All terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Stock and Asset Purchase Agreement, dated January 15, 1999, by and among Sellers and Buyer (the "Purchase Agreement"). This Bill of Sale is being executed and delivered in order to effect the transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities by, the Buyer, all as provided for in the Purchase Agreement.

**A. Bill of Sale and Assignment**

KNOW ALL MEN BY THESE PRESENTS, that Sellers, for good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the Purchase Agreement, do hereby sell, convey, assign, transfer and deliver to Buyer the following described properties and assets, but excluding the Excluded Assets (collectively, the "Acquired Assets"):

1. The immovable property of the Business that is listed and described on *Schedule 4.6(a)(i)* of the Purchase Agreement, a copy of which is attached hereto, together with all buildings, structures and improvements located thereon and fixtures attached thereto and all rights, ways, privileges and servitudes attendant thereto;

2. All rights and interests of the Sellers under the Real Property Leases listed and described on *Schedule 4.6(a)(iii)* of the Purchase Agreement, a copy of which is attached hereto;

3. All machinery, equipment, furniture, supplies, tools, vehicles, spare parts and other movable assets of the Business, including, without limitation, those assets listed and described on *Schedule 4.6(a)(ii)* of the Purchase Agreement, a copy of which is attached hereto;

4. All inventory of the Business, including, without limitation, foodstuffs, staples and utensils;

5. All claims and rights of the Sellers under all agreements, contracts, leases (other than Real Property Leases), evidences of indebtedness, purchase and sale orders and other executory contracts and commitments of Sellers to the extent they relate exclusively to the Business, including without limitation those listed on *Schedule 4.7* of the Purchase Agreement, a copy of which is attached hereto;

6. All claims and rights of the Sellers under all licenses, permits, consents, use agreements, approvals, authorizations and certificates of any regulatory, administrative or other governmental agency or body to the extent they relate exclusively to the Business, in each case to

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the extent transferable by Sellers, including without limitation those listed on *Schedule 4.15* of the Purchase Agreement, a copy of which is attached hereto;

7. All rights and interests of Sellers arising under any claim or potential claim against any person, whether arising under contract rights, subrogation rights or at law or equity, including, without limitation, all claims against suppliers, customers and insurance underwriters and brokers, in each case only to the extent they arise out of or relate exclusively to the Business and based on facts or circumstances occurring after the Closing Date;

8. All accounts receivable of the Business;

9. Originals or duplicate copies, to the extent in existence, of all property tax records and supporting schedules, drawings, plans, blueprints, files, papers and all other records, including those maintained on magnetic tape or microfiche format, other than employee personnel records, relating exclusively to the Acquired Assets or the past or present operations of the Business, it being understood by Buyer that it may not be possible to segregate certain records from Piccadilly's records but that copies of information set forth in such records as it relates exclusively to the Acquired Assets or the Business shall be provided to the Buyer;

10. Except as otherwise set forth in Section 2.3 of the Purchase Agreement and to the extent transferrable by Sellers, all personal computer hardware units and personal computer software computer programs that have been developed by third parties and are used exclusively in the Business, including, without limitation, those listed on *Schedule 4.6(a)(ii)* of the Purchase Agreement, a copy of which is attached hereto;

11. All of Sellers' or Bayou's intellectual property relating exclusively to the Business or the Acquired Assets, including, without limitation, recipes, trade secrets, trademarks and trade names, trademark and trade name registrations, service marks and service mark registrations, copyrights, copyright registrations, the applications therefor and all rights of Sellers or Bayou as licensee under licenses, to the extent transferable, relating to such intellectual property, together with all of the goodwill appurtenant thereto, including without limitation the intellectual property listed on *Schedule 4.8* of the Purchase Agreement, a copy of which is attached hereto;

12. All catalogues, brochures, sales literature, promotional material and other sales material of the Business of the Purchase Agreement; and

13. All of Sellers' or Bayou's franchisee rights, franchisor rights and purchased goodwill relating exclusively to the Business.

TO HAVE AND TO HOLD said Acquired Assets unto the Buyer, its successors and assigns, to and for Buyer's own use forever.

**B. Assumption of Liabilities by Buyer**

In consideration of the sale, conveyance, transfer, assignment and delivery of the Acquired Assets by Sellers to Buyer, the Buyer hereby assumes and agrees to pay, honor, perform and discharge in accordance with the terms thereof the following liabilities, but excluding the Excluded Liabilities (collectively, the "Assumed Liabilities"):

1. All payment and performance obligations of the Business arising after the Closing Date under the Contracts, the Real Property Leases, and the Licenses and Permits;
2. All liabilities of the Business reflected on the Closing Date Working Capital Statement;
3. The monetary liability for any accrued and unused vacation benefits of employees employed by Sellers or Bayou in the Business on the Closing Date;
4. All liabilities and obligations of the Business for any federal, state, parish or local taxes that are incurred by the Business after the Closing Date (including but not limited to sales and gross receipts, income, ad valorem, franchise, use, excise, employment and payroll taxes);
5. All liabilities and obligations of the Business that arise out of, result from or relate to personal injury or property damage arising out of or related to an act, omission or occurrence after the Closing Date;
6. All liabilities and obligations of the Business that arise out of, result from, or relate to, any violation of any applicable law, statute, ordinance, regulation or other governmental requirement after the Closing Date, to the extent that such liabilities or obligations are attributable to actions taken or events occurring after the Closing Date;
7. All other indebtedness, liabilities or obligations of the Business to the extent they arise out of or are related to an event, omission, act or occurrence that occurs after the Closing Date; and
8. Buyer's allocated portion of the Shared Liabilities.

IN WITNESS WHEREOF, Sellers and Buyer have caused this Bill of Sale, Assignment and Assumption Agreement to be executed on the date first above written.

Piccadilly Cafeterias, Inc.

By: Ronald A. LaBorde  
Ronald A. LaBorde  
President and  
Chief Executive Officer

Piccadilly Restaurants, Inc.

By: Ronald A. LaBorde  
Ronald A. LaBorde  
President and  
Chief Executive Officer

Cobb Investment Company, Inc.

By: Thomas E. Kranz  
Thomas E. Kranz  
Executive Vice President and  
Chief Financial Officer

A TRUE COPY  
Harleen S. Lerner  
Notary Public

January 15, 1999

**SCHEDULE 4.6(a)(i)****REPRESENTATIONS AND WARRANTIES OF SELLERS****Immovable Property****All of which is owned by Piccadilly Cafeterias, Inc.**

<u>Restaurant Address</u>	<u>Legal Description</u>
1. 3500 Grandview Parkway Birmingham, Alabama 35243	Grandview Corporate Park Map Box 178, Page 85 Jefferson County AL 2.86 Acres Split from 28-26-2-1-29-000 for 95 Lot 8 Grandview Corporate Park
2. 6110 Bluebonnet Boulevard Baton Rouge, Louisiana 70809	Lot A-1A-3-1 Section 57, T7S, R1E Greensburg Land District East Baton Rouge Parish, Louisiana
3. 519 Toulouse Street New Orleans, Louisiana 70130*	Sq 26, Lot B, Wilkinson 25X59 Lot A, Wilkinson 33X59 Parcel 3760 2nd Municipal District 519 Toulouse, New Orleans LA Sq 26 Lots 10, 11 & E 12 Toulouse 94X79 Lot 16 Toulouse 19X73 2nd Municipal District 517 Toulouse, New Orleans LA
4. 601 Veterans Memorial Boulevard Metairie, Louisiana 70005**	PT Lot 7, All Lots 8-18 SQ 10 ASSMT Dist 82 601 Veterans Blvd, Assessor shows 1096 Canal Street 9346065 Lots 14-17 SQ 11 ASSMT Dist 82 Assessor shows 913 Aris Ave Canal Street 9346065
5. 7110 Airline Highway Baton Rouge, Louisiana 70805	Lot 25-X-2 Victoria Farms 5.61 Acres Section 50, T6S, R1E 7110 Airline Highway, Ward 1 Section 2  Lot 25-X-1 Victoria Farms 2.23 Acres Section 50, T6S, R1E 7110 Airline Highway, Ward 1-2 Assmnt #14700

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Buyer is referred to copies of the title policies pertaining to the above properties, attached hereto as Exhibit 4.6(a)(i), which policies contain complete property descriptions, as well as information concerning any rights, ways, privileges and servitudes attendant to the property in question on the date thereof. See Schedule 4.6(b) for additional servitudes that have been placed on the properties in question since the date of the title policies.

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\* In 1989, Piccadilly Restaurants, Inc. leased an additional 3,208 square feet of kitchen and dining room space to accommodate additional customers. See Schedule 4.6(a)(iii).

\*\* A portion of the parking lot is leased to provide additional parking for customers. See Schedule 4.6(a)(iii).

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January 15, 1999

**SCHEDULE 4.6(a)(iii)****REPRESENTATIONS AND WARRANTIES OF SELLERS****Leasehold Interests**

1. Lease from Austin Management Company to Piccadilly Restaurants, Inc. re:  
100 Dyess Road  
Jackson, Mississippi
2. Lease from Bossier Crossroads, Inc. to Piccadilly Restaurants, Inc. re:  
1700 Old Minden Road, #141  
Bossier City, Louisiana
3. Lease from French Eighth Partnership to Piccadilly Restaurants, Inc. re:  
519 Toulouse Street  
New Orleans, Louisiana
4. Lease from Donald C. Trahan to Piccadilly Restaurants, Inc. re:  
601 Veterans Memorial Boulevard  
Metairie, Louisiana
5. Lease from Earl LeSage to Cajun Bayou re:  
9074 Mammoth Dr.  
Baton Rouge, Louisiana

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January 15, 1999

**SCHEDULE 4.6(a)(ii)**

**REPRESENTATIONS AND WARRANTIES OF SELLERS**

**Fixed Assets**

1. See Attached Exhibit 4.6(a)(ii).

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January 15, 1999

**SCHEDULE 4.7**

**REPRESENTATIONS AND WARRANTIES OF SELLERS**

**Contracts**

1. See Schedule 10.5(d) for list of Employee Stay Incentive Agreements.
2. Sewer Service Agreement by and between The Water Works and Sewer Board of the city of Birmingham and Piccadilly Restaurants, Inc. dated August 23, 1994 re: 3500 Grandview Parkway, Birmingham, Alabama 35243 (previously provided to Buyer).

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January 15, 1999

**SCHEDULE 4.15**

**REPRESENTATIONS AND WARRANTIES OF SELLERS**

**Licenses and Permits**

1. See Exhibit 4.15 for a summary of the licenses and permits held by the Business.
2. The liquor licenses for each restaurant are not transferrable to Buyer.

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January 15, 1999

**SCHEDULE 4.8****REPRESENTATIONS AND WARRANTIES OF SELLERS****Intellectual Property**

- Mark: RALPH & KACOO'S  
Registration No. 1,304,242  
Goods and Services: Restaurant Services  
Issued: November 6, 1984  
§ 8-15 Affidavit: Timely Filed on May 4, 1990  
Renewal: Due November 6, 2004
- Mark: RALPH & KACOO'S [AND CATFISH DESIGN]  
Registration No. 1,535,833  
Goods and Services: Restaurant Services  
Issued: April 18, 1989  
§ 8-15 Affidavit: Timely Filed on June 28, 1995  
Renewal: Due April 18, 2009
- Mark: [CATFISH DESIGN ONLY]  
Registration No. 1,568,893  
Goods and Services: Restaurant Services  
Issued: November 28, 1989  
§ 8-15 Affidavit: Timely filed on January 6, 1995  
Renewal: November 28, 1999
- Mark: RALPH & KACOO'S  
Registration No. 1,664,115  
Goods and Services: Recipe Books, Towels, Aprons, Caps and T-shirts  
Issued: November 12, 1991  
§ 8-15 Affidavit: Timely filed on November 7, 1997  
Renewal: Due November 12, 2001
- Copyright: "Ralph and Kacoo, A Taste of Louisiana"  
Registration No. TX 1-364-151  
Issued: June 5, 1984  
Assignment Recorded March 1, 1989, Vol. 2441, page 107

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Tradename: RALPH & KACOO'S  
La. Registration: Book 51  
Class 35, Advertising and business  
Issued: July 30, 1973  
Renewed: July 1, 1993

Mark: RALPH & KACOO'S [AND CATFISH DESIGN]  
La. Registration: Book 51  
Class 35, Advertising and business  
Issued: July 30, 1973  
Renewed: July 1, 1993

Tradename: CAJUN BAYOU DISTRIBUTORS & MANAGEMENT, INC.  
La. Registration: Book 51  
Issued: July 1, 1983  
Renewed: July 1, 1993

The Assumed Name registrations in Texas formerly held by Piccadilly Restaurants and its affiliate pertaining to the Business were withdrawn by letters dated December 31, 1998 to the Secretary of State of Texas and the pertinent counties. Piccadilly Restaurants is awaiting confirmation of those withdrawals. These registrations were not transferrable.

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# BURR & FORMAN LLP

ATTORNEYS AND COUNSELORS

Post Office Box 830719

**Birmingham, Alabama 35283-0719**

(205) 251-3000

(205) 458-5100 (Fax)

November 18, 1999

## VIA EXPRESS MAIL

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D. C. 20231

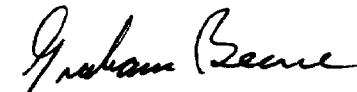
Re: Recording of Assignment of Reg. Nos. 1304242, 1535833, 1568893,  
1664115 from Piccadilly Cafeterias, Inc. to Cobb Investment  
Company, Inc.

Dear Sir/Madam:

Please find enclosed for filing a Recordation Form Cover Sheet and a Bill of Sale, Assignment and Assumption Agreement dated March 30, 1999 pursuant to which Piccadilly Cafeterias, Inc. assigns to Cobb Investment Company, Inc. the trademark registrations identified above. I have also enclosed our check in the amount of \$115.00 in payment of the applicable filing fee.

Please contact the undersigned if you have any questions regarding these matters.

Very truly yours,

  
H. Graham Beene

HGB/ka

cc: Jack P. Stephenson, Jr., Esq.  
Mr. Thomas Kranz (w/enclosures)

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**Birmingham**  
SouthTrust Tower  
420 North Twentieth Street, Suite 3100  
Birmingham, Alabama 35203  
(205) 251-3000

**Huntsville**  
Regency Center  
400 Meridian Street, Suite 204  
Huntsville, Alabama 35801  
(256) 551-0010

**Atlanta**  
One Georgia Center  
600 West Peachtree Street, Suite 1200  
Atlanta, Georgia 30308  
(404) 815-3000

**RECORDED: 11/18/1999**

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