FORM PTO-1618A Expires 08/30/99

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12-17-1999



10122	5800
11 911 OG	ATION FORM COVER SHEET
TRA	DEMARKS ONLY
TO: The Commissioner of Patents and Tradem Submission Type	arks: Please record the attached original document(e) or copy(les).  Conveyance Type
XX New	Assignment License
Resubmission (Non-Recordation)	Security Agreement Nunc Pro Tunc Assignmen
Correction of PTO Error	Effective Date Menth Day Year 02/01/1999
Reel # Frame #	Change of Name
Corrective Document Reel # Frame #	Other
Conveying Party	Mark if additional names of conveying parties attached Execution Date
Name Admiral's Fleet, Inc.	Month Day Year 01/29/1999
Formerly	
	Limited Partnership XX Corporation Association
Individual General Partnership	Limited Partnership (XX) Corporation ( ) Association
Other	
Citizenship/State of Incorporation/Orga	nization State of Washington
Receiving Party	Mark if additional names of receiving porties attached
Name MCS Investments, Inc.	
DBA/AKA/TA	
Composed of	
Address (line 1) Suite 421	
Address (line 2) 4756 University Village	Place NE
Address (line 3) Seattle	
Individual General Partnership	Washington 98105 State/Country If document to be recorded is an
	assignment and the receiving party is not domiciled in the United States, an
Corporation Association	appointment of a domestic representative should be attached.
Other	(Designation must be a separate document from Assignment.)
	nization State of Washington
Citizenship/State of Incorporation/Orga	PAR APPIAR MEE ANI V
Citizenship/State of Incorporation/Orga 1/1999 TTBILL1 000000023, 500079 2274440 1441 (40.00 CH 1442 (55.00 CH	FOR OFFICE USE ONLY

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: 002000 FRAME: 0545** 

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FORM PTO-1618B	Page 2	U.S. Department of Commerce Potent and Trademark Office TRADEMARK	
Domestic Representative Name and Address Enter for the first Receiving Party only.			
Name		<del></del>	
Address (line 1)			
Address (line 2)			
Address man	10.0		
Address (time 3)			
Address (line 4)			
Correspondent N	ame and Address Area Code and Telephone Number	916-491-3000	
Name Shar	on K. Sandeen		
Address (line 1) Hunt	er Richey Di Benedetto & Brewer		
Address (line 2) 801	"K" Street, 23rd Floor		
	amento, CA 95814		
Address (time 4)	the total number of pages of the attached conveyance do		
- C 4 4 5 5	ing any attachments.	4 4	
Trademark Applic	ation Number(s) or Registration Number(s)	Mark if additional numbers attached	
	erk Application Number <u>or</u> the Registration Number (DO NOT ENTER &C Application Number(s) Regis	tration Number(s)	
75/532422	2.274.400		
Number of Proper	die	# 2	
Eliter the total number of properties involved.			
Fee Amount  Method of Payme	Fee Amount for Properties Listed (37 CFR 3.41): ent: Enclosed Deposit Account XX	\$ 65.00	
Deposit Account			
(Enter for payment o	Deposit Account Number:	500279	
	Authorization to charge additional fees:	Yes XX 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 her			
Sharon K. Sande		November 19, 1999  Date Signed	

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#### PURCHASE AND SALE AGRESHMENT

## I. The Parties

THIS PURCEASE AND SALE AGREEMENT is entered into between Jreck Subs Group Inc., (herein after "Jreck"), M.S.C. Investments Inc., and William and College Richey, as individuals.

#### 2. Terms

- 2.1 M.S.C. Investments Inc. will tender to "Track" thirty five thousand (\$35,000.00) Dollars.
- 2.2. William and Colleen Richey will return the 89,986 shares of "Jreck" common stock now held by them as individuals and warrant that the "Jreck" common stock is free from all liens, encumbrances, and judgments.
- 2.3. M.S.C. Investments will assume the debt owed by "Jreck" on an outstanding note to Redmond National Bank. "Jreck" represents herein that the note balance is in the amount of approximately forty five thousand (\$45,000.00) Dollars.
- 2.4. M.S.C. Investments and William and Collegn Richey, as individuals, will further assume all debt that is owed for signs and merchant equipment that is leased for Georgios locations.
- 2.5. "Jreck" agrees that it is responsible for all liabilities incurred by or on behalf of Georgios in the ordinary course of business from the acquisition of Georgios by "Jreck" through the closing data of this agreement.
- 2.6. M.S.C. Investments Inc., will acquire all trademarks, assets and equipment owned by Georgios Subs.

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- 2.7. "Treck" (and Admiral's Fleet, Inc.) hereby assigns all franchise agreements and license agreements, entered into between Admiral's Fleet and Georgios Sub's franchisess and/or licensess, to M.S.C. Investments, Inc. effective on the closing date of this agreement.
- 2.8. "Jreck" (and Admiral's Fleet, Inc.) hereby assigns the "Promissory Note", the "option to Purchase Agreement" and the "Restaurant Management Agreement" related to the North Bend, Washington Georgios's Subs location. These agreements were entered into on November 1, 1997 between Admiral's Fleet, Inc., and James and Linda Shorter and Jason Spitser.

### 1. Effective Dates

All terms and conditions of this contract shall take effect on Pebruary 1, 1999.

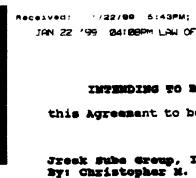
#### 4. GOVERNING LAY

It is further agreed that any disputes arising under or in connection with the interpretation of this Agreement or the rights and obligations of the parties hereto shall be resolved by arbitration in the City of Orlando, County of Orange, State of Florida under the rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final and binding, and judgment may be entered thereon in the appropriate court having jurisdiction in the State of Florida, County of Orange.

#### 5. Attorney's Fees

The prevailing party in any litigation, arbitration, or other proceeding relating to the enforcement or interpretation of this contract may recover cost, expenses and attorney's fees from the unsuccessful party.

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INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

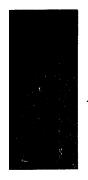
Jreek Sube Group, Inc. By: Christopher M. Swarts

M.S.C. Investments, Inc. By: William C. Richey

By: William Richey

By: Collean Richey

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#### **ADDENDUM**

# TO A PURCHASE AND SALE AGREEMENT BETWEEN JRECK SUBS GROUP, INC., M.S.C. INVESTMENTS, INC., AND WILLIAM AND COLLEEN RICHEY

This Addendum is attached to and is an integral part of the Purchase and Sele Agreement (hereinafter referred to as "agreement") dated January 29, 1999. The terms of this Addendum augment and modify the above-mentioned Agreement only as specifically set forth within, and except as otherwise provided in this Addendum, the January 29, 1999 Agreement will remain in full force and effect as originally written.

This Addendum is made and entered into this 6 day of June, 1999, by and between Jreck Subs Group, Inc., a Colorado Corporation; M.S.C. Investments, Inc.; William and Colleen Richey; and Admirals Fleet, Inc., a Washington Corporation, in order to incorporate Admirals Fleet, Inc. as a party to the above-mentioned Agreement.

NOW, THEREFORE, the parties to this Addendum dated June \_\_\_\_\_\_, 1999 agree to add and incorporate Admirals Fleet, Inc. as a full party to the above-meritioned Agreement with all the rights and obligations thereto.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seats the day and year first above written.

JRECK SUBS GROUP, INC.

CHRISTOPHER M. SWARTZ, Pres.

ADMIRALS FLEET, INC.

**RECORDED: 11/24/1999** 

By: CHOIST OF HE SWEDT Pros

M.S.C. INVESTMENTS

WILLIAM RICHEY, Prog.

WILLIAM RICHEY, INDIVIDUALLY

COLLEEN RICHEY, Individually