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

12-17-1999

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U.S. Department of Commerce
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11-24-99

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

Submission Type

- [XX] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [XXX] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 02/01/1999

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: Admiral's Fleet, Inc.

Execution Date Month Day Year: 01/29/1999

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [XX] Corporation
- [ ] Association
- [ ] Other
- [XXX] Citizenship/State of Incorporation/Organization: State of Washington

Receiving Party [ ] Mark if additional names of receiving parties 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 (City) Washington (State/Country) 98105 (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.)*
- [XX] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: State of Washington

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01 FC:481 40.00 CH
02 FC:482 25.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
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FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
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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: 916-491-3000

Name: Sharon K. Sandeen

Address (line 1): Hunter Richey Di Benedetto & Brewer

Address (line 2): 801 "K" Street, 23rd Floor

Address (line 3): Sacramento, CA 95814

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 4

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)		
75/532422			2,274,400		

Number of Properties

Enter the total number of properties involved. # 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 65.00

Method of Payment: Enclosed ☐ Deposit Account XX

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
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 herein.

Sharon K. Sandeen	Sharon K. Sandeen	November 19, 1999
Name of Person Signing	Signature	Date Signed

PURCHASE AND SALE AGREEMENT

1. The Parties

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

2. Terms

2.1 M.S.C. Investments Inc. will tender to "Jreck" 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 Colleen 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 date 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. "Jreck" (and Admiral's Fleet, Inc.) hereby assigns all franchise agreements and license agreements, entered into between Admiral's Fleet and Georgios Sub's franchisees and/or licensees, 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.

3. Effective Dates

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

4. Governing Law

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.

Jreck Subs Group, Inc.
By: Christopher M. Swartz

Its: President

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

By: William Richey

By: Colleen Richey

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 Sale 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 16th 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 16th, 1999 agree to add and incorporate Admirals Fleet, Inc. as a full party to the above-mentioned Agreement with all the rights and obligations thereto.

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

JRECK SUBS GROUP, INC.

By: _____ Pres.
CHRISTOPHER M. SWARTZ, Pres.

M.S.C. INVESTMENTS, INC.

By: _____
WILLIAM RICHEY, Pres.

ADMIRALS FLEET, INC.

By: _____ Pres.
CHRISTOPHER M. SWARTZ, Pres.

_____
WILLIAM RICHEY, Individually

_____
COLLEEN RICHEY, Individually