

04-07-2000



To the Honorable Commissioner of Patents

101293913

3 original documents or copy thereof.

1. Name of conveying party(ies):

Lee's Franchise Services, Inc.
Lee's Company Operations, Inc.

- Individual(s)
- General Partnership
- Corporation-State Georgia
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 21, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Winner's International Restaurants, Inc.

Internal Address:

Street Address: 6045 Barfield Road

City Atlanta State GA ZIP 30328

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

(See attached schedule)
B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Pamela A. Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed \$120.00 expedited fee
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Pamela A. Allen

3/16/00

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 12

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

04/07/2000 JSHBAZZ 00000325 1345232

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

01 FC:481
02 FC:482
03 FC:484

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

SCHEDULE

TRADEMARK NAME	REGISTRATION/ APPLICATION NO.	REGISTRATION/ FILING DATE
Building Design	1,345,232	6/25/85
CRISPY PLUS	1,690,361	6/2/92
FAMOUS RECIPE	974,710	12/11/73
FAMOUS RECIPE	1,013,215	6/10/75
GOLDEN HERB	1,941,590	12/12/95
LEE'S FAMOUS RECIPE	1,311,285	12/25/84
SO GOOD IT'S GOT TO BE LEE'S	1,933,845	11/7/95

Atla ta-1677798 v1

ASSIGNMENT OF TRADEMARKS

LEE'S FRANCHISE SERVICES, INC.
and
LEE'S COMPANY OPERATIONS, INC.

TO

WINNERS INTERNATIONAL RESTAURANTS, INC.

Pursuant to the terms of the Asset Purchase Agreement, dated as of the date hereof, by and among (i) WINNERS INTERNATIONAL RESTAURANTS, INC., a Delaware corporation (the "Buyer"); (ii) LEE'S FRANCHISE SERVICES, INC., a Georgia corporation ("Lee's Services"); (iii) LEE'S COMPANY OPERATIONS, INC., a Georgia corporation ("Lee's Operations") and collectively with Lee's Services, the "Sellers"; and (iv) LEE'S FAMOUS RECIPE, INC., a Delaware corporation (said Asset Purchase Agreement being hereinafter referred to as the "Asset Purchase Agreement"), in exchange for the consideration required to be delivered by the Buyer to the Sellers pursuant to the Asset Purchase Agreement, the receipt and adequacy of such consideration being hereby acknowledged, the Sellers do hereby sell, transfer, assign and convey to the Buyer, effective as of the date hereof, the Trademark Rights (as such term is defined below), intending to convey all of the Sellers' right, title and interest therein.

1. "Trademark Rights" shall mean, collectively, all of the Sellers' trademark rights in trademarks relating to the Business, including, without limitation, those trademarks described on Schedule 1 attached hereto, and all other registration rights, applications for such rights, common law rights related thereto and all goodwill of the Business symbolized by such trademarks, and all claims, demands and rights of action which either Seller has, or may have in the future, by reason of any infringement of the Trademark Rights being transferred pursuant to this Assignment of Trademarks (together with the right to prosecute such claims, demands or rights of action in such Seller's own name), but excluding any of such claims, demands or rights of action arising or accruing prior to the Closing Date.

2. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

3. Notwithstanding anything expressed or implied in this Assignment and Bill of Sale to the contrary, the Buyer shall be entitled to designate a wholly-

owned subsidiary of the Buyer as a recipient and titleholder of all or any portion of the Intangibles.

4. And for consideration aforesaid, the Sellers have covenanted and hereby do covenant with the Buyer, and its successors and assigns, that the Sellers and their successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for the better selling, transferring, assigning, assuring, conveying and confirming unto the Buyer, its successors and assigns, all and singular, the Trademark Rights or for aiding and assisting in collecting or reducing to possession any or all of the Trademark Rights, as the Buyer and its successors and assigns shall reasonably request.

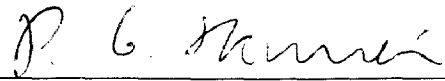
5. Nothing in this Assignment of Trademarks shall be construed (i) as creating any representations or warranties by the Sellers other than those set forth in the Asset Purchase Agreement, (ii) as limiting or terminating any representations, warranties or covenants of the Sellers contained in the Asset Purchase Agreement or (iii) as providing for the sale, transfer, assignment or conveyance by the Sellers to the Buyer of any other assets of the Sellers described in Section 1.2 of the Asset Purchase Agreement (the "Excluded Assets").

6. From and after the execution and delivery of this Assignment of Trademarks to the Buyer, the Sellers shall have no right, title and interest in the Trademark Rights.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Sellers have caused this Assignment of Trademarks to be executed as of this ~~21st~~ day of December, 1999.

LEE'S FRANCHISE SERVICES, INC.


By: 

Name: Philip G. Skinner
Title: Senior Vice President

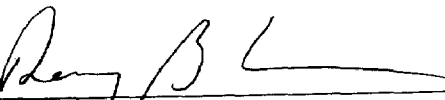
By: 

Name: Douglas N. Benham
Title: Senior Vice President

LEE'S COMPANY OPERATIONS, INC.

By: 


Name: Philip G. Skinner
Title: Senior Vice President

By: 

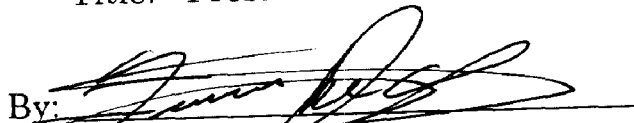
Name: Douglas N. Benham
Title: Senior Vice President

Accepted:

WINNERS INTERNATIONAL
RESTAURANTS, INC.

By: 

Name: Daniel E. Coleman
Title: President

By: 

Name: Francisco De Jesus
Title: Secretary

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21 day of December, 1999, personally appeared Douglas N. Beahan to me known personally, and who, being by me duly sworn, deposes and says that he is a SA.V. President of LEE'S FRANCHISE SERVICES, INC. and LEE'S COMPANY OPERATIONS, INC., and that said instrument was signed and sealed on behalf of said corporations by authority of their Boards of Directors, and said officer acknowledged said corporations by authority of their Boards of Directors, and said instrument to be the free act and deed of said corporations.

Jacqueline M. Stubbs
Notary Public
My Commission Expires: 02-10-02



JACQUELINE M. STUBBS
Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 10, 2002.

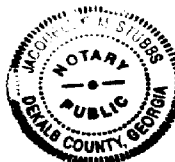
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA)

COUNTY OF Fulton)

Before me, the undersigned, a Notary Public in and for the county aforesaid on this 21 day of December, 1999, personally appeared Philip G. Skivvin to me known personally, and who, being by me duly sworn, deposes and says that he is a Sr. V. President of LEE'S FRANCHISE SERVICES, INC. and LEE'S COMPANY OPERATIONS, INC., and that said instrument was signed and sealed on behalf of said corporations by authority of their Boards of Directors, and said officer acknowledged said corporations by authority of their Boards of Directors, and said instrument to be the free act and deed of said corporations.

Jacqueline M. Stubbs
Notary Public
My Commission Expires: 02-10-02



JACQUELINE M. STUBBS
Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 10, 2002.

/19/2000

TRADEMARK LIST

FRAN/MARK NAME	CLIENT	MATTER NUMBER	ATTORNEYS	STATUS	APPLICATION NUMBER/FILING	REGISTRATION NUMBER/DATE	RENEWAL DATE	FIRST USE DATE
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Duplicating Company

10277	190526	Registered	465941	1345232	6/25/1985	6/25/2005		
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Country: United States
 Owner: Lee's Famous Recipe, Inc.

Classes: IN 42

Goods: Restaurant Services in Class 42

Remarks:



CRISPY PLUS

19277	190546	Registered	704898	416077	8/27/1993	8/27/2008		
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Country: Canada
 Owner: Lee's Famous Recipe, Inc.

Classes: IN 00

Goods: ---

Remarks: ---

CRISPY PLUS

19277	190520	Registered	74/163710	1690361	6/2/1992	6/2/2002		
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Country: United States
 Owner: Lee's Famous Recipe, Inc.

Classes: IN 29

Goods: Fried Chicken for consumption on and off the premises in Class 29



Remarks:

1/18/2000

TRADEMARK LIST

TRADEMARK NAME	CLIENT	MATTER NUMBER	ATTORNEYS	STATUS	APPLICATION NUMBER/FILING	REGISTRATION NUMBER/DATE	RENEWAL DATE	FIRST USE DATE
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		18277	190523	Registered	72/446403	974710	12/11/2003	
Country: United States	Owner: Lee's Famous Recipe, Inc.				1/19/1973	12/11/1973		

Classes: IN 42

Goods: Restaurant Services

Remarks:

Remarks:

FAMOUS RECIPE

		18277	190523	Registered	72/444235	1013215	6/10/1975	6/10/2005
Country: United States	Owner: Lee's Famous Recipe, Inc.				12/20/1972			

Classes: IN 29 IN 30

Goods: Fried Chicken [Fish and Shrimp Dinners, Fajls and Salad]
-sold therewith, for consumption off the premises

Remarks:

GOLDEN HENB

		18277	190523	Registered	74/475798	1941590	12/12/2005	
Country: United States	Owner: Lee's Famous Recipe, Inc.				1/3/1994	12/12/1995		

Classes: IN 29

Goods: Fried Chicken for consumption on and off the premises

Remarks:

L/18/2000

TRADEMARK LIST

TRADEMARK NAME	CLIENT	MATTER NUMBER	ATTORNEYS	STATUS	APPLICATION NUMBER/FILING	REGISTRATION NUMBER/DATE	RENEWAL DATE	FIRST USE DATE
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	18277	190545		Registered	668168	391000		11/29/2006
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Country: Canada
 Owner: Lee's Famous Recipe, Inc.
 10/12/1990
 11/29/1991

Classes: IN 00

Goods:

Remarks:

	18277	190549		Registered		15464		9/18/2006
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Country: Bahamas
 Owner: Lee's Famous Recipe, Inc.
 9/18/1992

Classes: IN 42

Goods: All goods included in class 42

Remarks:

	18277	190544		Registered	623691	365050		2/2/2005
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Country: Canada
 Owner: Lee's Famous Recipe, Inc.
 1/20/1989
 2/2/1990

Classes: IN 00

Goods:

Remarks:

TRADEMARK LIST

TRADEMARK NAME	CLIENT	MATTER NUMBER	ATTORNEYS	STATUS	APPLICATION NUMBER/FILING	REGISTRATION NUMBER/DATE	RENEWAL DATE	FIRST USE DATE
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		18277	190542	Registered		424836	7/7/2002	
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Country: Mexico Owner: Lee's Famous Recipe, Inc.

Classes: IN 42

Goods: Restaurant Services

Remarks:

LEE'S FAMOUS RECIPE								
		18277	190541	Registered		1311285	12/25/2004	

Country: Puerto Rico Owner: Lee's Famous Recipe, Inc.

Classes: IN 42

Goods: Fried chicken, for consumption on or off the premises;
 -biscuits, spices and sauces, except, cranberry and apple
 -sauce, for consumption on or off the premises; restaurant
 services.

Remarks:

LEE'S FAMOUS RECIPE								
		18277	190524	Registered	465982	1311285	12/25/2004	

Country: United States Owner: Lee's Famous Recipe, Inc. 2/16/1984 12/25/1984

Classes: IN 29 IN 30 IN 42

Goods: Fried Chicken, for consumption on or off the premises in
 Class 29. Biscuits, spices and sauces, except, cranberry and
 apple sauce, for consumption on or off the premises, in
 Class 30.

Remarks:



1/18/2000

TRADEMARK LIST

TRADEMARK NAME	CLIENT	MATTER NUMBER	ATTORNEYS	STATUS	APPLICATION NUMBER/FILING	REGISTRATION NUMBER/DATE	RENEWAL DATE	FIRST USE DATE
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18277	190527	Registered	74/452804	1933845	11/7/2005			
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Country: United States Owner: Lee's Famous Recipe, Inc. 11/1/1993 11/7/1995

Classes: IN 42

Goods: Restaurant Services in Class 42

Remarks:



NINGETTES

18277	190543	Registered	704897	421900	1/7/2009			
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Country: Canada Owner: Lee's Famous Recipe, Inc. 5/15/1992 1/7/1994

Classes: IN 00

Goods:

Remarks: