

02/24/00

RECEIVED

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

OPR/FINANCE

04-17-2000

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



101321503

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
- 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  Association
- 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.)

FOR OFFICE USE ONLY

04/17/2000 DMGUYEN 00000038 1561615

01 FC:481  
02 FC:482

(40.00 OP)  
(50.00 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: 002052 FRAME: 0906

**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)**

<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"/>

**Registration Number(s)**

<input type="text" value="1561615"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1384792"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1968495"/>	<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.

David L. Gilbert

02/24/2000

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF SERVICE MARK, SERVICE MARK  
REGISTRATION AND ACCOMPANYING GOODWILL**

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHONEY'S, INC., a Tennessee corporation with its principal business address at 1727 Elm Hill Pike, Nashville, Tennessee 37210 (the "Assignor"), does hereby sell, assign, transfer and set over, absolutely, irrevocably and unconditionally, to SLADE'S, INC., a Virginia corporation formerly known as American Grill Enterprises, Inc., with its principal business address at 6845 Elm Street, Suite 603, McLean, Virginia, 22101 (the "Assignee"), all of Assignor's right, title and interest in and to the service mark "PARGO'S" (the "Mark"), the registration therefor in the United States Patent and Trademark Office being as follows:

Mark:	PARGO'S
Registrant:	Shoney's, Inc.
U.S. Registration No.:	1,561,615
Registration Date:	October 17, 1989

together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the right to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. This assignment is executed in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of December 17, 1999, as amended, by and between Assignor and Assignee.

Assignor agrees to execute and deliver, at the request and expense of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the registration therefor and/or to provide evidence reasonably required (to the extent such evidence is in the possession or control of Assignor) to support such assignment.

Dated the 1 day of March, 2000.

ASSIGNOR:

ASSIGNEE:

SHONEYS, INC.

SLADE'S, INC.

By: [Signature]  
Title: Exec. Vice Pres., Chief Administrative Officer and Asst. Sec.  
Date: February 28, 2000

By: [Signature]  
Title: President  
Date: February 28, 2000

STATE OF TENNESSEE )  
  )  
COUNTY OF DAVIDSON)

Before me, Monica A. Carlson, a Notary Public of said County and State, personally appeared David L. Gilbert, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Exec. Vice Pres., Chief Administrative Officer and Asst. Sec. of Shoney's, Inc., the within named Assignor, a corporation, and that he, as such Exec. Vice Pres., Chief Administrative Officer and Asst. Sec., executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation by himself as Exec. Vice Pres., Chief Administrative Officer and Asst. Sec..

Witness my hand and seal, at office in Nashville, Tennessee, this 24<sup>th</sup> day of February, 2000.

[Signature]  
Notary Public

My Commission Expires: January 25, 2003

STATE OF TENNESSEE )

)  
COUNTY OF DAVIDSON )

Before me, Monica A. Carlson, a Notary Public of said County and State, personally appeared Robert Slade, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Slade's, Inc., the within named Assignee, a corporation, and that he, as such President, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 25<sup>th</sup> day of February, 2000.

Monica A. Carlson  
Notary Public

My Commission Expires: January 25, 2003

**ASSIGNMENT OF SERVICE MARK, SERVICE MARK  
REGISTRATION AND ACCOMPANYING GOODWILL**

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHONEY'S, INC., a Tennessee corporation with its principal business address at 1727 Elm Hill Pike, Nashville, Tennessee 37210 (the "Assignor"), does hereby sell, assign, transfer and set over, absolutely, irrevocably and unconditionally, to SLADE'S, INC., a Virginia corporation formerly known as American Grill Enterprises, Inc., with its principal business address at 6845 Elm Street, Suite 603, McLean, Virginia, 22101 (the "Assignee"), all of Assignor's right, title and interest in and to the service mark "PARGO'S SPIRITED FOODS" (and design) (the "Mark"), the registration therefor in the United States Patent and Trademark Office being as follows:

Mark:	PARGO'S SPIRITED FOODS (and design)
Registrant:	Shoney's, Inc.
U.S. Registration No.:	1,384,792
Registration Date:	February 25, 1986

together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the right to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. This assignment is executed in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of December 17, 1999, as amended, by and between Assignor and Assignee.

Assignor agrees to execute and deliver, at the request and expense of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the registration therefor and/or to provide evidence reasonably required (to the extent such evidence is in the possession or control of Assignor) to support such assignment.

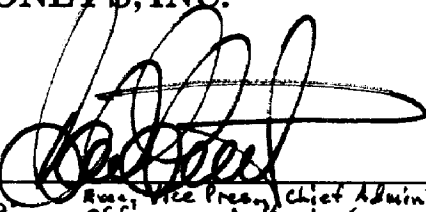
Dated the 1 day of March, 2000.

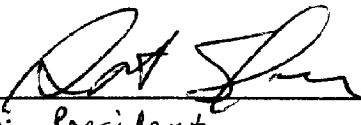
ASSIGNOR:

ASSIGNEE:

SHONEYS, INC.

SLADE'S, INC.

By:   
Title: Exec. Vice Pres., Chief Administrative Officer and Asst. Sec.  
Date: February 24, 2000

By:   
Title: President  
Date: February 28, 2000

STATE OF TENNESSEE )  
  )  
COUNTY OF DAVIDSON)

Before me, Monica A. Carlson, a Notary Public of said County and State, personally appeared David L. Gilbert, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Exec. Vice Pres., Chief Administrative Officer and Asst. Sec. of Shoney's, Inc., the within named Assignor, a corporation, and that he, as such Exec. Vice Pres., Chief Administrative Officer and Asst. Sec., executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation by himself as Exec. Vice Pres., Chief Administrative Officer and Asst. Sec.

Witness my hand and seal, at office in Nashville, Tennessee, this 24<sup>th</sup> day of February, 2000.

Monica A. Carlson  
Notary Public

My Commission Expires: January 25, 2003

STATE OF TENNESSEE)

)  
COUNTY OF DAVIDSON)

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Witness my hand and seal, at office in Nashville, Tennessee, this 28<sup>th</sup> day of February, 2000.

Monica A. Carlson  
Notary Public

My Commission Expires: January 25, 2003



**ASSIGNMENT OF SERVICE MARK, SERVICE MARK  
REGISTRATION AND ACCOMPANYING GOODWILL**

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Mark:	PARGO'S AMERICAN FOOD & SPIRITS (and design)
Registrant:	Shoney's, Inc.
U.S. Registration No.:	1,968,495
Registration Date:	April 16, 1996

together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the right to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. This assignment is executed in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of December 17, 1999, as amended, by and between Assignor and Assignee.

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STATE OF TENNESSEE )

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Witness my hand and seal, at office in Nashville, Tennessee, this 28<sup>th</sup> day of February, 2000.

Monica A. Carlson  
Notary Public

My Commission Expires: January 25, 2003