

06-02-2000

EET

Docket No.



-Y

10

Tab settings

To the Honorable Commissioner of Pa

101372873

a attached original documents or copy thereof

1. Name of conveying party(ies):

Roasters Corp.



Name and address of receiving party(ies):

Name: NF Roasters Corp.

05-05-2000

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #30

Internal Address:

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other

- Association
- Limited Partnership

Street Address: 1400 Old Country Road

City: Westbury State: NY ZIP: 11590

Additional names(s) of conveying party(ies) Yes No

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment and Assumption of "Kenny Rogers
- Merger
- Change of Name

Roasters" Franchise Agreements, Master Development Execution Date: Agreements and Intellectual Property March 31, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers Yes No

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

Name: Lisa A. Iverson

Internal Address: Piper, Marbury, Rudnick & Wolfe

Intellectual Property Department

Street Address: P.O. Box 64807

City: Chicago State: IL ZIP: 60664-0807

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265.00

- Enclosed
- Additional fees may be charged to Authorized to be charged to deposit account

8. Deposit account number:

18-2284

DO NOT USE THIS SPACE

05/31/2000 DNGUYEN 00000252 2064500

01 FC:481 40.00 UP
02 FC:482 225.00 UP

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.

Lisa A. Iverson

Name of Person Signing

Signature

4/23/00

Date

Total number of pages including cover sheet, attachments, and

39



05-05-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #30

SCHEDULE A
ADDENDUM TO EXHIBIT B
of

**Assignment and Assumption of "KENNY ROGERS ROASTERS" Franchise Agreements,
Master Development Agreements, and Intellectual Property**

U.S. TRADEMARKS ASSIGNED TO NF ROASTERS CORP.

MARK	REG. NO.	REG. DATE
DOWN RIGHT KICKIN' BBQ CHICKEN	2,064,501	May 27, 1997
DOWN RIGHT KICKIN' BBQ CHICKEN AND DESIGN	2,068,494	June 10, 1997
EVERYONE ELSE IS JUST PLAIN CHICKEN	1,998,757	September 3, 1996
KENNY ROGERS ROASTERS EXPRESS AND DESIGN	2,213,902	December 29, 1998
KENNY ROGERS ROASTERS TAKE IT HOME AND DESIGN	2,100,710	September 30, 1997
KENNY ROGERS ROASTERS WOOD FIRE ROASTED CHICKEN AND DESIGN	1,870,199	December 27, 1994
THERE'S GOODNESS HERE	1,976,742	May 28, 1996
WHEN YOU CHOOSE KENNY ROGERS ROASTERS YOUR HEART'S IN THE RIGHT PLACE	1,947,632	January 9, 1996
YOU'RE GONNA LOVE THIS FOOD	1,943,263	December 19, 1995

MARK	REG. NO.	REG. DATE
YOUR HEART'S IN THE RIGHT PLACE	1,947,633	January 9, 1996

**ASSIGNMENT AND ASSUMPTION OF
"KENNY ROGERS ROASTERS" FRANCHISE AGREEMENTS,
MASTER DEVELOPMENT AGREEMENTS, AND
INTELLECTUAL PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of this 31st day of March 1999 (the "Effective Date"), by and among ROASTERS CORP. and ROASTERS FRANCHISE CORP., Florida corporations, with their principal office located at 6600 N. Andrews Drive, Suite 160, Ft. Lauderdale, Florida 33309 (collectively the "Debtors"), and NF-ROASTERS CORPORATION, a Delaware corporation with its principal office located at 1400 Old Country Road, Westbury, New York 11590 (the "Company").

RECITALS:

A. WHEREAS, On March 24, 1998, Roasters Corp. filed a voluntary petition under Chapter 11 of the Bankruptcy Code, and its wholly owned subsidiary, Roasters Franchise Corp., filed a voluntary petition under Chapter 11 of the Bankruptcy Code on May 6, 1998. The petitions were filed in the United States Bankruptcy Court for the Middle District of North Carolina (the "Bankruptcy Court").

B. WHEREAS, On March 3, 1999, the Bankruptcy Court entered an order confirming the First Amended Franchisee Plan of Reorganization dated January 15, 1999, as amended (the "Plan"), and such order is now a final order which has not been stayed and is no longer subject to review, reversal, modification or amendment by appeal (the "Confirmation Order").

C. WHEREAS, Pursuant to Section 3.5(b) of the Plan and paragraph 22 of the Confirmation Order, the Debtors are authorized to assume and assign to the Company the Kenny Rogers Roasters Franchise Agreements and Master Development Agreements for the franchisees operating "Kenny Rogers Roasters" franchised restaurants at the locations listed in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Franchise Agreements").

D. WHEREAS, Each franchisee under the Franchise Agreements has heretofore executed a Release in which the franchisee has: (i) consented to the assumption and assignment of its respective franchise agreement; (ii) waived any claims which such franchisee may have against the Debtors or the consolidated estate arising in, arising under or related to its respective franchise agreement; (iii) acknowledged that any default under the Franchise Agreement has been cured; (iv) waived any requirement that the Debtors or the Company provide adequate assurance of future performance under the Franchise Agreement; and (v) consented to the assumption and assignment of its franchise agreement to the Company.

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E. WHEREAS, Each franchisee listed in Exhibit A has heretofore executed a Uniform Amendment (or an "Amended and Restated Franchise Agreement") for each of the franchised restaurants listed in Exhibit A.

F. WHEREAS, On March 3, 1999, the Bankruptcy Court appointed Mark Gillis as Chapter 11 Liquidating Trustee (the "Trustee") for the purpose of facilitating the implementation and consummation of the Plan, and such Trustee is now duly qualified and acting in such capacity.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Assumption. The Debtors, in accordance with and pursuant to Section 3.5(b) of the Plan and the Releases heretofore executed by the respective franchisees, hereby assume the Franchise Agreements.
2. Assignment of the Franchise Agreements. The Debtors, for good and valuable consideration, and subject to the terms of the Plan and Confirmation Order, do hereby assign and transfer to the Company all rights of the Debtors under the Franchise Agreements, excluding and reserving therefrom the following: (i) the right of the Debtors to receive and collect from the franchisees the amount of post-petition franchise fees and royalties (as defined in the Plan) as determined by the Bankruptcy Court or agreed upon by the parties as remaining due and owing the Debtors; and (ii) the right to collect pre-petition franchise fees and royalty fees owed to the Debtors by each such franchisee if the franchisee fails to timely pay all post-petition franchise or royalty fees as provided for under the Plan.
3. Assignment of the Intellectual Property. The Debtors, for good and valuable consideration, and subject to the terms of the Plan and Confirmation Order, do hereby assign and transfer to the Company all of the Debtors' intellectual property, including without limitation any and all:
 - a. common law and unregistered trademarks and service marks (as well as the goodwill associated with said trademarks and service marks)
 - b. trademark and service mark registrations (including but not limited to the registrations listed in Exhibit B to this Agreement);
 - c. copyrights,
 - d. trade secrets,
 - e. patents, patent applications, and patent applications in process,
 - f. Internet domain names and Internet web pages,
 - g. recipes,

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- h. manuals, and
- i. advertising (whether in preparation, complete, or held for the Debtors by one or more vendors, such as advertising agencies, creative agencies, or other parties).

4. Assignment of the Advertising Fund. The Debtors, for good and valuable consideration, and subject to the terms of the Plan and Confirmation Order:

a. Shall within ten (10) business days pay to the Company the sum of Ninety Thousand Seven Hundred and Eighteen Dollars and Four Cents (\$90,718.04), representing the sum of:

i. The post-petition payments of advertising fund fees already made to the Debtors, less amounts expended for such purposes; and

ii. All the funds on deposit in the advertising fund account as of March 24, 1998, less pro-rata portions of the fees, costs, or distributions made by Barnett Bank from the aggregate funds in the Debtors' garnish accounts; and

b. Hereby assign and shall promptly upon receipt transfer to the Company all funds hereafter collected from franchisees and other parties for, or on account of, the advertising fund is, and shall be, Company's property, and the Debtors shall promptly remit such collections to the Company for deposit into the Kenny Rogers Roasters advertising fund. Debtors further authorize the Company to collect overdue advertising fund contributions and other overdue sums to be deposited into the Kenny Rogers Roasters advertising fund (accrued for periods prior to today's date), subject only to the requirement that the Company notify the Debtors in writing that such collections have been made.

5. Assignment of the Kenny Rogers License Agreement. The Debtors do hereby assume and, for good and valuable consideration and subject to the terms of the Plan and Confirmation Order, do hereby assign and transfer to the Company, all of the Debtors' right, title, and interest in and to that certain license agreement dated April 5, 1993, by and between Mr. Kenny Rogers, as licensor, and Debtors' predecessor (Roasters Ltd.), as licensee.

6. Additional Documents. The Debtors agree that they shall, upon reasonable request by the Company, execute such documents as the Company may deem reasonably necessary in order to implement the terms of this Agreement.

7. Payment. On or before April 1, 1999, the Company shall remit to the Debtors the sum of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000).

8. Performance of Duties. The Company hereby assumes and agrees to perform all of the Debtors' obligations under the Franchise Agreements as of the Effective Date and shall indemnify and hold harmless the Debtors, from and against any claim or demand made thereunder arising out of the Company's performance of, or failure to perform, on or after the Effective Date.

9. Counterparts and Faxed Signatures. This Agreement may be signed in counterparts, and the parties agree that their signatures may be exchanged by fax, and that a copy of this Agreement with such signatures shall be deemed an original copy hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ROASTERS CORP.

By: Mark Gillis
Mark Gillis, Chapter 11 Liquidating Trustee

ROASTERS FRANCHISE CORP.

By: Mark Gillis
Mark Gillis, Chapter 11 Liquidating Trustee

NF ROASTERS CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A

Franchisee	State	City
FEW, LLC	AK	Anchorage
Best Roasters, Inc., The	AL	Hoover
Carter Investment Co.	AL	Mobile
Carter Investment Co.	AL	Montgomery
Valley Roasters II, Inc. of CA	CA	Burbank, N. San Fernando Rd.
Valley Roasters III, Inc.	CA	Burbank, West Alameda Ave.
KR Roasters LP (Montelone Co.)	CA	Corona
Shin, Jay: Hollywood Roasters, LLC	CA	Hollywood, N. Highland Ave.
Shin, Jay: Lakewood Roasters, LLC	CA	Lakewood, Faculty St.
Soudani, Ahmad	CA	Los Angeles, Wilshire Blvd.
KR Roasters LP (Montelone Co.)	CA	Palm Desert
Shin, Jay: Reseda Roasters LLC	CA	Reseda (Reseda Blvd.)
IFCC, Inc.	CA	Santa Barbara
Shin, Jay: Temple Roasters LLC	CA	Temple, Rosemead Blvd.
Debard, Inc.	CA	West Hills (Vanowen St.)
MSK Enterprises	FL	Pembroke Pines (12630 Pines Blvd.)
MSK Enterprises	FL	Pembroke Pines (184th S.W Pines Blvd.)
Lion's Share Productions, Inc. (Kenny Rogers)	GA	Athens (2440 W. Broad St.)
Idaho Roasters, Inc.	ID	Boise (N. Milwaukee Ave.)
Idaho Roasters, Inc.	ID	Boise (Broadway Ave.)
Gem State Roasters	ID	Idaho Falls
Idaho Roasters, Inc.	ID	Nampa
Midwest Investors Limited Partnership, II	IL	Peoria
Teri Entertainment	IL	Rockford
Midwest Investors Limited Partnership, II	IL	Springfield
JPB Restaurant Concepts, II, Inc.	MD	Bel Air
JPB Restaurant Concepts, V, Inc.	MD	Cockeysville
JPB Restaurant Concepts, III, Inc.	MD	Ellicott
JPB Restaurant Concepts, IV, Inc.	MD	Frederick
JPB Restaurant Concepts, I, Inc.	MD	Laurel
JPB Restaurant Concepts, VI, Inc.	MD	Whitemarsh

Franchisee	State	City
Donmark, Inc	MI	Flint (Linden Rd.)
Chicken Chateau	MI	Saginaw
Rogers Nevada	NV	Henderson
Rogers Nevada	NV	Las Vegas (Fair Center Pkwy.)
Rogers Nevada	NV	Las Vegas (Rainbow Blvd.)
Rogers Nevada	NV	Las Vegas (Sahara Ave.)
Rogers Nevada	NV	Pahrump
Roasters of Long Island	NY	Commack
Roasters of Long Island	NY	East Meadow
Roasters of Long Island	NY	Huntington Station
Roasters of Long Island	NY	Rockville Center
Roasters of Long Island	NY	Selden
David Vance Group	OH	Akron
Cascade Hospitality, Inc.	OR	Springfield
Utah Roasters	UT	Orem
Utah Roasters	UT	St. George
Fox Valley Roasters, LLC	WI	Appleton (Northland Ave.)
Badger Roasters, LLC	WI	Appleton (W. Wisconsin Ave.)
Wisconsin Roasters, LLC	WI	Milwaukee

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EXHIBIT B

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DC-465267.6

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March 31, 1999 (2:19PM)

UNITED STATES TRADEMARKS

(Registered and under application)

<u>TRADEMARK</u>	<u>STATUS</u>	<u>RENEWAL DATE</u>
Kenny Rogers Roasters & Design	Reg # 1,838,205 5/31/94	5/31/2004 5/31/2000
Down Right Kickin BBQ Chicken	Serial # 74/722,978	
It's the Wood that Makes It Good	Reg. # 1,722,807 10/6/92	10/6/2002 10/06/98
Everyone Else is Just Plain Chicken	Reg # 1,998,757	9/3/2006 9/3/2002
Kenny Rogers Roasters Wood Fire Roasted Chicken	Reg. # 1,370,199 - 12-27-94	12/27/2004 12/27/2000
Here's Goodness Here	Reg # 1,947,742 5/28/96	
When you choose Kenny Rogers Roasters, your heart is in the right place	Reg # 1,947,632 1/9/96	
You're Gonna Love this Food	Reg # 1,943,263 12/19/95	
Our Heart is in the Right Place	Reg # 1,947,633 1/9/96	
Jasie	Serial # 75/137/725 Filed: July 22, 1996 Presently filing notice of first use	

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EXHIBIT "D"

FOREIGN TRADEMARKS
 (In General; see also trademarks for Middle East attached.)

<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
Algeria	TMF-2325	940123	Registered 2/6/94-Renew 02/06/04
Argentina	TMF-2301		Signed PoFA 3/28/94
Armenia	TMF-2296		Signed PoFA
Aruba	TMF-2797	17292	Registered 4/11/95-Renew 3/13/05
Austria	TMF-2291	152 326	Registration expires April 30, 2004
Australia	TMF-2193	B593713	Registered January 6, 1995. Renew 1.20/2000
Azerbaijan	TMF-2297	94.0658.5	App. filed 8-1-94
Bahamas	TMF-2246	16612	Registered July 20, 1994. Expires 7.20/08
Bahrain	TMF-2309	1420	Registered 6/29/94. Renew 6/29/2004
Bangladesh	TMF-2741	41915	10/11/94
Benelux	TMF-2283	549780	Registered 4/18/94 (renew 4-18-04; (lapse date if not used 4-18-97)
Barbados	TMF-2795		Signed PoFA 5-2-95
Brazil	TMF-2191	817678301	Registered 3/5/96 Renewal date 3/5/2006
Brunei	TMF-2749	BRU/24552	Registration No. 20,400. Expire 2/2/02
Bulgaria	TMF-2292	3652	Registration expires April 22, 2004
Burma	TMF-2750		Signed PoFA and Declarations date 11-18-94, returned 2-2-95
Cambodia	TMF-2731	5855	Registered 6/2/95. Renew 6/2/2005

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
Canada It's the Wood that makes it Good	TMF-2146	Reg. TMA441,731 App. #695918	Registered 04/14/95 Expires: 04/14/10
KRR & Design	TMF-2144	695850	12/19/91
Cayman Islands	TM-2796	1521614	Trademark Reg. 5/16/95 Expires: 12/18/99
Chile	TMF-2302	1286220	08/22/94; Published 2/9/95
China	TMF-2236	777487-Class 42	Trademark Reg. 02/7/95 Renew 02/6/05
Columbia	TMF-2303	179.084	Registered 8/30/95. Renew 8/30/2003
Cyprus	TMF-2312	40671	07/27/94 Class 42
Denmark	TMF-2282	VR 01.780 1995	Registered: 03/17/95 Renew: 03/17/05
Ecuador	TMF-2809	55773	App. filed 03/31/95
Egypt	TMF-2179	84908	11/14/92
England	TMF-2194	695850	12/19/91
France	TMF-2236	94/503080	Registered 1/25/94
Georgia	TMF-2295	907/03	App. filed 7-26-94
Germany	TMF-2195	2-051-092	Registered 12/2/93 Protect 12/23/02
Greece	TMF-2202	115409	Registered 08/04/93 Renewal date 08/04/2003
Hong Kong	TMF-2234	93/10074	09/23/93; Published 6/7/96 in the Hong Kong Government Gazette N

Registration # 011 092 - After protection period expires can extend for 10 years. Within 5 years of registration third party can apply to cancel or oppose.

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
			23/1996
India	TMF-2305	634333	Instructions sent to Associate
Indonesia	TMF-2238	H4.HC.01.01-2307	02/10/94
Iran KR&Design	TMF-2321	7302291 7309928	(Roasters only) 05/05/94 12/04/94
Iraq	TMF-2320	34349	App. filed: 07/13/95
Israel	TMF-2242	89652	3/1/93
Italy	TMF-2388		Signed PofA
Japan	TMF-2180	4321653	
Jordan	TMF-2307	4430	Registered as of 4/24/94; Renew 4/24/95 and every 7 years thereafter
Kazakhstan	TMF-2298	5889	Filed 05/20/94
Korea	TMF-2237	96-6116	Reg. 3-21-95; Renew 3-21-05 Servicemark Reg. #26440
Kuwait	TMF-2308	34671	App. filed on 09/28/96
Lebanon	TMF-2752	3699	Registered as of 2/27/95. Renew 2-26/2005
Libya	TMF-2318	493/219067	03/07/94
Malaysia	TMF-2326	7239	06/30/94 Class #112
Malta	TMF-2232	94/00442	01/17/94
Mexico	TMF-2317		Registration No. 2319. Expires 7/7
Moldavia	TMB-2327		PofA Signed 04/19/94
	TMF-2294	002434	Filed July 12, 1994

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
Morocco	TMF-2525	55.088	Registered 2/4/94-Renew 2/4/14
New Zealand	TMF-2754	B244820	Registered 01/17/95; Renewal date 1/17/2002
North Yemen	TMF-2515	4911	09/28/94; published 12/94 Renewal date 9/28/2004
Norway	TMF-2280	173092	Registration expires May 15, 2006
Oman	TMF-2280	11011	01/18/94
Pakistan	TMF-2310	135014	Filed May 8, 1996
Philippines	TMF-2259	88312 101058	09/23/95 June 29, 1995
Portugal	TMF-2290	299678	04/20/94 Bulletin #4/1994; distribute: 10-31-94; Service Mark expires May 10, 2006
Qatar	TMF-2510	11491	12/28/93-Working on legalization
Romania	TMF-2293	22 151	Expires April 12, 2004
Russia	TMF-2340	94014852	05/05/94
Saudi Arabia	TMF-2314	354/92	Registered June 30, 1994. Expire March 1, 2004
Singapore	TMF-2232	93/6247	08/16/93
South Yemen	TMF-2338		08/29/94
Spain	TMF-2289	1796876	Registered as of 12/29/93. Renew 8/24/2005
Sudan	TMB-2324	23967	06/22/94 Class #42 Published 07/02/95-Opposition must be filed months from publication
Sweden	TMF-2281	304092	Registered 8/25/95. Renew 8/25/200

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
Switzerland	TMF-2287	423135	Registration expires July 5, 2004
Syria	TMF-2319	573-3-44443	04/07/94 Class #42
Taiwan	TMF-2235	00075670	Registered 6/1/95; Renewal 5/31/200
Tangeir-Zone	TMF-2537	9579	02/04/94 Class #42
Thailand	TMF-2240	256825	Registration No. SM2693; expires 12/6/03
Tunisia	TMF-2522	EE.94.0306	3.24/94
Turkey	TMF-2316	153.791	Registered 04/20/94; Renewal date 04/20/2004
Turks & Caicos Islands	TMF#2793	02249	Registered as of 7/24/95 Renewal date 1/24/2009
Turkmenistan			
Ukraine	TMF-2541	94051736T	App. filed 5-5-94
United Arab Emirates	TMF-2313	10247	App filed 4-18-95; Examined & published in newspapers on July 1996
Uzbekistan	TMF-2299	94009733	08-16-94
Vietnam	TMF-2753	17924	Registered as of 1/19/95. Renewal 1/20/2000
Venezuela	TMF-2304		Initial instructions sent

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FOREIGN TRADEMARKS (For Middle East Countries)
As Registered or under Application

<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL#</u>	<u>FILING DATE</u>
Algeria	TMF-2325	940123	Registered 2/6/94-Renew 02/06/0.
Armenia	TMF-2296		Signed PofA
Azerbaijan	TMF-2297	94.0658/3	App. filed 8-1-94
Bahrain	TMF-2309	1420	Registered 6/29/94. Renew 6/29/20
Bulgaria	TMF-2292	3652	Registration expires April 22, 200
Cyprus	TMF-2312	40671	07/27/94 Class 42
Egypt	TMF-2179	34908	11/14/92
Georgia	TMF-2295	907/03	App. filed 7-26-94
Iran KR&Design	TMF-2321	7302291 7309928	(Roasters only) 05/05/94 12/04/94
Iraq	TMF-2320	34349	App. filed: 07/13/95
Jordan	TMF-2307	4430	Registered as of 4/24/94; Ren 4/24/95 and every 7 years thereafter
Kazakhstan	TMF-2298	5889	Filed 05/20/94
Kuwait	TMF-2308	34671	App. filed on 09/28/96
Lebanon	TMF-2318	493/219067	03/07/94
Libya	TMF-2326	7239	06/30/94 Class #112
Malta	TMF-2317		Registration No. 2319. Expires 7/
Morocco	TMF-2323	53.088	Registered 2/4/94-Renew 2/4/14
North Yemen	TMF-2315	4911	09/28/94; published 12/94 Renew 9/28/2004 Class 42
Oman	TMF-2280	11011	01/18/94

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Pakistan	TMF-2310	135014	Filed May 8, 1996
Qatar	TMF-2310	11491	12/28/93-Working on legalization
Romania	TMF-2293	22 151	Expires April 12, 2004
Saudi Arabia	TMF-2314	334/92	Registered June 20, 1994. Exp. March 1, 2004
South Yemen	TMF-2338		08/29/94
Sudan	TMB-2324	33967	06/22/94 Class #42 Publish 07/02/95-Opposition must be filed months from publication
Syria	TMF-2319	573-3-44443	04/07/94 Class #42
Tangeir-Zone	TMF-2337	9579	02/04/94 Class #42
Tunisia	TMF-2322	EE.94.0306	3/24/94
Turkey	TMF-2316	153.791	Registered 04/20/94; Renewal 04/20
Turkmenistan			
Ukraine	TMF-2341	94051736/T	App. filed 5-6-94
United Arab Emirates	TMF-2313	10247	App. filed 4-18-95; Examined & published in newspapers on July 1996
Uzbekistan	TMF-2299	9400973.3	08-16-94

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MASTER DEVELOPMENT AGREEMENTS, AND
INTELLECTUAL PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is made and entered into as of this 31st day of March 1999 (the "**Effective Date**"), by and among ROASTERS CORP. and ROASTERS FRANCHISE CORP., Florida corporations, with their principal office located at 6600 N. Andrews Drive, Suite 160, Ft. Lauderdale, Florida 33309 (collectively the "**Debtors**"), and NF-ROASTERS CORPORATION, a Delaware corporation with its principal office located at 1400 Old Country Road, Westbury, New York 11590 (the "**Company**")

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B. WHEREAS, On March 3, 1999, the Bankruptcy Court entered an order confirming the First Amended Franchisee Plan of Reorganization dated January 15, 1999, as amended (the "**Plan**"), and such order is now a final order which has not been stayed and is no longer subject to review, reversal, modification or amendment by appeal (the "**Confirmation Order**")

C. WHEREAS, Pursuant to Section 3.5(b) of the Plan and paragraph 22 of the Confirmation Order, the Debtors are authorized to assume and assign to the Company the Kenny Rogers Roasters Franchise Agreements and Master Development Agreements for the franchisees operating "Kenny Rogers Roasters" franchised restaurants at the locations listed in Exhibit A attached hereto and incorporated herein by reference (collectively, the "**Franchise Agreements**").

D. WHEREAS, Each franchisee under the Franchise Agreements has heretofore executed a Release in which the franchisee has: (i) consented to the assumption and assignment of its respective franchise agreement; (ii) waived any claims which such franchisee may have against the Debtors or the consolidated estate arising in, arising under or related to its respective franchise agreement; (iii) acknowledged that any default under the Franchise Agreement has been cured; (iv) waived any requirement that the Debtors or the Company provide adequate assurance of future performance under the Franchise Agreement; and (v) consented to the assumption and assignment of its franchise agreement to the Company

REB

E. WHEREAS, Each franchisee listed in Exhibit A has heretofore executed a Uniform Amendment (or an "Amended and Restated Franchise Agreement") for each of the franchised restaurants listed in Exhibit A.

F. WHEREAS, On March 3, 1999, the Bankruptcy Court appointed Mark Gillis as Chapter 11 Liquidating Trustee (the "Trustee") for the purpose of facilitating the implementation and consummation of the Plan, and such Trustee is now duly qualified and acting in such capacity.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Assumption. The Debtors, in accordance with and pursuant to Section 3.5(b) of the Plan and the Releases heretofore executed by the respective franchisees, hereby assume the Franchise Agreements.

2. Assignment of the Franchise Agreements. The Debtors, for good and valuable consideration, and subject to the terms of the Plan and Confirmation Order, do hereby assign and transfer to the Company all rights of the Debtors under the Franchise Agreements, excluding and reserving therefrom the following: (i) the right of the Debtors to receive and collect from the franchisees the amount of post-petition franchise fees and royalties (as defined in the Plan) as determined by the Bankruptcy Court or agreed upon by the parties as remaining due and owing the Debtors; and (ii) the right to collect pre-petition franchise fees and royalty fees owed to the Debtors by each such franchisee if the franchisee fails to timely pay all post-petition franchise or royalty fees as provided for under the Plan.

3. Assignment of the Intellectual Property. The Debtors, for good and valuable consideration, and subject to the terms of the Plan and Confirmation Order, do hereby assign and transfer to the Company all of the Debtors' intellectual property, including without limitation any and all:

a. common law and unregistered trademarks and service marks (as well as the goodwill associated with said trademarks and service marks)

b. trademark and service mark registrations (including but not limited to the registrations listed in Exhibit B to this Agreement);

c. copyrights,

d. trade secrets,

e. patents, patent applications, and patent applications in process,

f. Internet domain names and Internet web pages,

g. recipes.

REB

h. manuals, and

i. advertising (whether in preparation, complete, or held for the Debtors by one or more vendors, such as advertising agencies, creative agencies, or other parties).

4. Assignment of the Advertising Fund. The Debtors, for good and valuable consideration, and subject to the terms of the Plan and Confirmation Order:

a. Shall within ten (10) business days pay to the Company the sum of Ninety Thousand Seven Hundred and Eighteen Dollars and Four Cents (\$90,718.04), representing the sum of:

i. The post-petition payments of advertising fund fees already made to the Debtors, less amounts expended for such purposes; and

ii. All the funds on deposit in the advertising fund account as of March 24, 1998, less pro-rata portions of the fees, costs, or distributions made by Barnett Bank from the aggregate funds in the Debtors' garnish accounts; and

b. Hereby assign and shall promptly upon receipt transfer to the Company all funds hereafter collected from franchisees and other parties for, or on account of, the advertising fund is, and shall be, Company's property, and the Debtors shall promptly remit such collections to the Company for deposit into the Kenny Rogers Roasters advertising fund. Debtors further authorize the Company to collect overdue advertising fund contributions and other overdue sums to be deposited into the Kenny Rogers Roasters advertising fund (accrued for periods prior to today's date), subject only to the requirement that the Company notify the Debtors in writing that such collections have been made.

5. Assignment of the Kenny Rogers License Agreement. The Debtors do hereby assume and, for good and valuable consideration and subject to the terms of the Plan and Confirmation Order, do hereby assign and transfer to the Company, all of the Debtors' right, title, and interest in and to that certain license agreement dated April 5, 1993, by and between Mr. Kenny Rogers, as licensor, and Debtors' predecessor (Roasters Ltd.), as licensee.

6. Additional Documents. The Debtors agree that they shall, upon reasonable request by the Company, execute such documents as the Company may deem reasonably necessary in order to implement the terms of this Agreement.

7. Payment. On or before April 1, 1999, the Company shall remit to the Debtors the sum of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000).

8. Performance of Duties. The Company hereby assumes and agrees to perform all of the Debtors' obligations under the Franchise Agreements as of the Effective Date and shall indemnify and hold harmless the Debtors, from and against any claim or demand made thereunder arising out of the Company's performance of, or failure to perform, on or after the Effective Date.

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9 Counterparts and Faxed Signatures. This Agreement may be signed in counterparts, and the parties agree that their signatures may be exchanged by fax, and that a copy of this Agreement with such signatures shall be deemed an original copy hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ROASTERS CORP.

By: _____
Mark Gillis, Chapter 11 Liquidating Trustee

ROASTERS FRANCHISE CORP.

By: _____
Mark Gillis, Chapter 11 Liquidating Trustee

NF ROASTERS CORPORATION

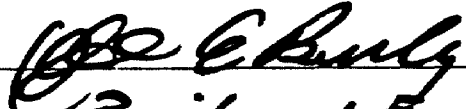
By: 
Name: Richard E. Buckley
Title: President

EXHIBIT A

Franchisee	State	City
FEW, LLC	AK	Anchorage
Best Roasters, Inc., The	AL	Hoover
Carter Investment Co.	AL	Mobile
Carter Investment Co.	AL	Montgomery
Valley Roasters II, Inc. of CA	CA	Burbank, N. San Fernando Rd
Valley Roasters III, Inc.	CA	Burbank, West Alameda Ave.
KR Roasters LP (Montelone Co.)	CA	Corona
Shin, Jay: Hollywood Roasters, LLC	CA	Hollywood, N. Highland Ave.
Shin, Jay: Lakewood Roasters, LLC	CA	Lakewood, Faculty St.
Soudani, Ahmad	CA	Los Angeles, Wilshire Blvd.
KR Roasters LP (Montelone Co.)	CA	Palm Desert
Shin, Jay: Reseda Roasters LLC	CA	Reseda (Reseda Blvd.)
IFCC, Inc.	CA	Santa Barbara
Shin, Jay: Temple Roasters LLC	CA	Temple, Rosemead Blvd.
Debard, Inc.	CA	West Hills (Vanowen St.)
MSK Enterprises	FL	Pembroke Pines (12630 Pines Blvd.)
MSK Enterprises	FL	Pembroke Pines (184th S.W Pines Blvd.)
Lion's Share Productions, Inc. (Kenny Rogers)	GA	Athens (2440 W. Broad St.)
Idaho Roasters, Inc.	ID	Boise (N. Milwaukee Ave)
Idaho Roasters, Inc.	ID	Boise (Broadway Ave.)
Gem State Roasters	ID	Idaho Falls
Idaho Roasters, Inc.	ID	Nampa
Midwest Investors Limited Partnership, II	IL	Peoria
Teri Entertainment	IL	Rockford
Midwest Investors Limited Partnership, II	IL	Springfield
JPB Restaurant Concepts, II, Inc.	MD	Bel Air
JPB Restaurant Concepts, V, Inc.	MD	Cockeysville
JPB Restaurant Concepts, III, Inc.	MD	Ellicott
JPB Restaurant Concepts, IV, Inc.	MD	Frederick
JPB Restaurant Concepts, I, Inc.	MD	Laurel
JPB Restaurant Concepts, VI, Inc.	MD	Whitemarsh

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Franchisee	State	City
Donmark, Inc	MI	Flint (Linden Rd.)
Chicken Chateau	MI	Saginaw
Rogers Nevada	NV	Henderson
Rogers Nevada	NV	Las Vegas (Fair Center Pkwy.)
Rogers Nevada	NV	Las Vegas (Rainbow Blvd.)
Rogers Nevada	NV	Las Vegas (Sahara Ave.)
Rogers Nevada	NV	Pahrump
Roasters of Long Island	NY	Commack
Roasters of Long Island	NY	East Meadow
Roasters of Long Island	NY	Huntington Station
Roasters of Long Island	NY	Rockville Center
Roasters of Long Island	NY	Selden
David Vance Group	OH	Akron
Cascade Hospitality, Inc.	OR	Springfield
Utah Roasters	UT	Orem
Utah Roasters	UT	St. George
Fox Valley Roasters, LLC	WI	Appleton (Northland Ave.)
Badger Roasters, LLC	WI	Appleton (W. Wisconsin Ave.)
Wisconsin Roasters, LLC	WI	Milwaukee

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UNITED STATES TRADEMARKS

(registered and under application)

<u>TRADEMARK</u>	<u>STATUS</u>	<u>RENEWAL DATE</u>
Kenny Rogers Roasters & Design	Reg # 1,838,205 5/31/94	5/31/2004 5/31/2000
Down Right Kickin BBQ Chicken	Serial # 74/722,978	
It's the Wood that Makes It Good	Reg.#1,722,807 10/6/92	10/6/2002 10/6/98
Everyone Else is Just Plain Chicken	Reg # 1,993,757	9/3/2006 9/3/2002
Kenny Rogers Roasters Wood Fire Roasted Chicken	Reg. #1,370,199 - 12-27-94	12/27/2004 12/27/2000
Here's Goodness Here	Reg # 1,947,742 5/28/96	
When you choose Kenny Rogers Roasters, your heart is in the right place	Reg # 1,947,632 1/9/96	
You're Gonna Love this Food	Reg # 1,943,263 12/19/95	
Our Heart is in the Right Place	Reg # 1,947,633 1/9/96	
Coastie	Serial # 75/137/725 Filed: July 22, 1996 Presently filing notice of first use	

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FOREIGN TRADEMARKS

(In General; see also trademarks for Middle East attached.)

<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
Algeria	TMF-2525	940123	Registered 2/6/94-Renew 02/06/04
Argentina	TMF-2501		Signed PoFA 3/28/94
Armenia	TMF-2296		Signed PoFA
Aruba	TMF-2797	17292	Registered 4/11/95-Renew 3/15/05
Austria	TMF-2291	152 326	Registration expires April 30, 2004
Australia	TMF-2193	B593713	Registered January 6, 1995. Renew 1.20/2000
Azerbaijan	TMF-2297	94.0658/3	App. filed 8-1-94
Bahamas	TMF-2246	16612	Registered July 20, 1994. Expires 7/20/08
Bahrain	TMF-2509	1420	Registered 6/29/94. Renew 6/29/2004
Bangladesh	TMF-2741	41915	10/11/94
Benelux	TMF-2283	549780	Registered 4/18/94 (renew 4-18-04) (lapse date if not used 4-18-97)
Barbados	TMF-2795		Signed PoFA 5-2-95
Brazil	TMF-2191	817678301	Registered 3/5/96 Renewal date 3/5/2006
Brunei	TMF-2749	BRU/24552	Registration No. 20,400. Expires 2/2/02
Bulgaria	TMF-2292	3652	Registration expires April 22, 2004
Burma	TMF-2750		Signed PoFA and Declarations dated 11-18-94, returned 2-2-95
Cambodia	TMF-2751	5855	Registered 6/2/95. Renew 6/2/2005

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
Canada It's the Wood that makes it Good	TMF-2146	Reg. TMA441,731 App. #695918	Registered 04/14/95 Expires: 04/14/10
KRR & Design	TMF-2144	695850	12/19/91
Cayman Islands	TM-2796	1521614	Trademark Reg. 5/16/95 Expires: 12/18/99
Chile	TMF-2302	1236220	08/22/94; Published 2/9/95
China	TMF-2236	777487-Class 42	Trademark Reg. 02/7/95 Renew 02/6/05
Columbia	TMF-2303	179.084	Registered 8/30/95. Renew 8/30/2005
Cyprus	TMF-2312	40671	07/27/94 Class 42
Denmark	TMF-2282	VR 01.730 1995	Registered: 03/17/95 Renew: 03/17/05
Ecuador	TMF-2309	55773	App. filed 03/31/95
Egypt	TMF-2179	84908	11/14/92
England	TMF-2194	695850	12/19/91
France	TMF-2286	94/503080	Registered 1/25/94
Georgia	TMF-2295	907/03	App. filed 7-26-94
Germany	TMF-2195	2-051-092	Registered 12/2/93 Protect 12/23/02
Greece	TMF-2202	115409	Registered 08/04/93 Renewal date 08/04/2003
Hong Kong	TMF-2234	93/10074	09/23/93; Published 6/7/96 in the Hong Kong Government Gazette No.

UK / 101010000

Registration #2 011 092 - After protection period expires can extend for 10 years. Within 3 years of registration third party may apply to cancel or amend.

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
			23/1996
India	TMF-2305	634333	Instructions sent to Associate
Indonesia	TMF-2238	H4.HC.01.01-2307	02/10/94
Iran KR&Design	TMF-2321	7302291 7309928	(Roasters only) 05/05/94 12/04/94
Iraq	TMF-2320	34349	App. filed: 07/13/95
Israel	TMF-2242	39652	3/11/95
Italy	TMF-2233		Signed PofA
Japan	TMF-2180	4321653	
Jordan	TMF-2307	4430	Registered as of 4/24/94; Renew 4/24/95 and every 7 years thereafter
Kazakhstan	TMF-2298	5839	Filed 03/20/94
Corea	TMF-2237	96-6116	Reg. 3-21-95; Renew 3-21-05 Servicemark Reg. #26440
Cuwait	TMF-2308	34671	App. filed on 09/28/96
.aos	TMF-2752	3699	Registered as of 2/27/95. Renew 2/26/2005
.ebanon	TMF-2318	493/219067	03/07/94
.ibya	TMF-2326	7239	06/30/94 Class #112
Malaysia	TMF-2232	94/00442	01/17/94
Malta	TMF-2317		Registration No. 2319. Expires 7/709
Mexico	TMB-2327		PofA Signed 04/19/94
Moldavia	TMF-2294	002434	Filed July 12, 1994

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL#</u>	<u>FILING DATE</u>
Morocco	TMF-2323	53.083	Registered 2/4/94-Renew 2/4/14
New Zealand	TMF-2754	B244820	Registered 01/17/95; Renewal date 1/17/2002
North Yemen	TMF-2315	4911	09/28/94; published 12/94 Renewal date 9/28/2004
Norway	TMF-2230	173092	Registration expires May 15, 2006
Oman	TMF-2230	11011	01/18/94
Pakistan	TMF-2310	135014	Filed May 1, 1996
Philippines	TMF-2259	83312 101058	09/23/93 June 29, 1995
Portugal	TMF-2290	299678	04/20/94 Bulletin #4/1994; distributed 10-31-94; Service Mark expires May 10, 2006
Qatar	TMF-2310	11491	12/28/93-Working on legalization
Romania	TMF-2293	22 151	Expires April 12, 2004
Russia	TMF-2340	94014852	05/05/94
Saudi Arabia	TMF-2314	334/92	Registered June 20, 1994. Expires March 1, 2004
Singapore	TMF-2332	93/6247	08/16/93
South Yemen	TMF-2338		08/29/94
Spain	TMF-2289	1796876	Registered as of 12/29/93. Renew 8/24/2005
Sudan	TMB-2324	23967	06/22/94 Class #42 Published. 07/02/95-Opposition must be filed 8 months from publication
Sweden	TMF-2281	304092	Registered 8/25/95. Renew 8/25/2005

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
Switzerland	TMF-2237	433135	Registration expires July 5, 2004
Syria	TMF-2319	573-3-44443	04/07/94 Class #42
Taiwan	TMF-2235	00075670	Registered 6/1/95; Renewal 5/31/2005
Tangeir-Zone	TMF-2537	9579	02/04/94 Class #42
Thailand	TMF-2240	256825	Registration No. SM2695; expires 12/6/03
Tunisia	TMF-2322	EE.94.0306	3.24/94
Turkey	TMF-2316	155.791	Registered 04/20/94; Renewal date 04/20/2004
Turks & Caicos Islands	TMF#2793	02249	Registered as of 7/24/95 Renewal date 1/24/2009
Turkmenistan			
Ukraine	TMF-2341	94051736/T	App. filed 5-5-94
United Arab Emirates	TMF-2313	10247	App filed 4-13-95; Examined and published in newspapers on July 1, 1996
Uzbekistan	TMF-2299	9400973 3	08-16-94
Vietnam	TMF-2753	17924	Registered as of 1/19/95 Renew 1/20/2000
Venezuela	TMF-2504		Initial instructions sent

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REB

FOREIGN TRADEMARKS (For Middle East Countries)
As Registered or under Application

<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL#</u>	<u>FILING DATE</u>
Algeria	TMF-2325	940123	Registered 2/6/94-Renew 02/06/04
Armenia	TMF-2296		Signed PofA
Azerbaijan	TMF-2297	94.0658/5	App. filed 8-1-94
Bahrain	TMF-2309	1420	Registered 6/29/94. Renew 6/29/200.
Bulgaria	TMF-2292	3652	Registration expires April 22, 2004
Cyprus	TMF-2312	40671	07/27/94 Class 42
Egypt	TMF-2179	84908	11/14/92
Georgia	TMF-2295	907/03	App. filed 7-26-94
Iran KR&Design	TMF-2321	7302291 7309928	(Roasters only) 05/05/94 12/04/94
Iraq	TMF-2320	34549	App. filed: 07/13/95
Jordan	TMF-2307	4450	Registered as of 4/24/94; Renew 4/24/95 and every 7 years thereafter
Kazakhstan	TMF-2298	5889	Filed 05/20/94
Kuwait	TMF-2308	34671	App. filed on 09/28/96
Lebanon	TMF-2318	493/219067	03/07/94
Libya	TMF-2326	7239	06/30/94 Class #112
Malta	TMF-2317		Registration No. 2319. Expires 7/709
Morocco	TMF-2323	53.088	Registered 2/4/94-Renew 2/4/14
North Yemen	TMF-2315	4911	09/28/94; published 12/94 Renew 9/28/2004 Class 42
Oman	TMF-2280	11011	01/18/94

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<u>COUNTRY</u>	<u>REFERENCE #</u>	<u>APPL #</u>	<u>FILING DATE</u>
Pakistan	TMF-2310	135014	Filed May 8, 1996
Qatar	TMF-2310	11491	12/28/93-Working on legalization
Romania	TMF-2293	22 151	Expires April 12, 2004
Saudi Arabia	TMF-2314	334/92	Registered June 20, 1994. Expire March 1, 2004
South Yemen	TMF-2338		08/29/94
Sudan	TMB-2324	33967	06/22/94 Class #42 Published: 07/02/93-Opposition must be filed 8 months from publication
Syria	TMF-2319	573-3-44443	04/07/94 Class #42
Tangeir-Zone	TMF-2337	9579	02/04/94 Class #42
Tunisia	TMF-2322	EE.94.0306	3/24/94
Turkey	TMF-2316	153.791	Registered 04/20/94; Renewal 04/20/04
Turkmenistan			
Ukraine	TMF-2341	94051736/T	App. filed 5-6-94
United Arab Emirates	TMF-2313	10247	App. filed 4-18-95; Examined and published in newspapers on July 1, 1996
Uzbekistan	TMF-2299	9400973.3	08-16-94

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REB

**ASSIGNMENT AND ASSUMPTION OF
"KENNY ROGERS ROASTERS" FRANCHISE AGREEMENTS,
MASTER DEVELOPMENT AGREEMENTS, AND
INTELLECTUAL PROPERTY**

**EXHIBIT A
Revised**

(Page 1 of 3)

Franchisee	State	City
FEW, LLC	AK	Anchorage
Best Roasters, Inc., The	AL	Hoover
Carter Investment Co.	AL	Mobile
Carter Investment Co.	AL	Montgomery
Valley Roasters II, Inc. of CA	CA	Burbank (N. San Fernando Rd.)
Valley Roasters III, Inc.	CA	Burbank (West Alameda Ave.)
KR Roasters LP (Montelone Co.)	CA	Corona
Shin, Jay: Hollywood Roasters, LLC	CA	Hollywood (N. Highland Ave.)
Shin, Jay: Lakewood Roasters, LLC	CA	Lakewood (Faculty St.)
Soudani, Ahmad	CA	Los Angeles (Wilshire Blvd.)
Valley Roasters I, Inc.	CA	Northridge
Host Marriott Services USA	CA	Ontario Mills Mall
KR Roasters LP (Montelone Co.)	CA	Palm Desert
Shin, Jay: Reseda Roasters LLC	CA	Reseda (Reseda Blvd.)
IFCC, Inc.	CA	Santa Barbara
Shin, Jay: Temple Roasters LLC	CA	Temple (Rosemead Blvd.)
Debard, Inc.	CA	West Hills (Vanowen St.)
Distinctive Restaurants (Dennis Forgione)	FL	Boca Raton (St. Andrews Blvd.)
Florida's Finest Chicken	FL	Gainesville (S.W. Archer St.)
Florida's Finest Chicken	FL	Jacksonville
Florida's Finest Chicken	FL	Lakeland
Florida's Finest Chicken	FL	Ocala
MSK Enterprises	FL	Pembroke Pines (12630 Pines Blvd.)
MSK Enterprises	FL	Pembroke Pines (184th S.W Pines Blvd.)
Florida's Finest Chicken	FL	Port Richey
Market Street Investments, Inc. (Hepburn)	FL	Sunrise

W.N.

ASSIGNMENT AND ASSUMPTION OF
 "KENNY ROGERS ROASTERS" FRANCHISE AGREEMENTS,
 MASTER DEVELOPMENT AGREEMENTS, AND
 INTELLECTUAL PROPERTY

EXHIBIT A
Revised

(Page 2 of 3)

Franchisee	State	City
Farm Road Holdings, Inc. (Hepburn)	FL	Ft. Lauderdale (17th St.)
Fremac Holdings, Inc. (Hepburn)	FL	Boynton Beach
Lion's Share Productions, Inc. (Kenny Rogers)	GA	Athens (2440 W. Broad St.)
Idaho Roasters, Inc.	ID	Boise (N. Milwaukee Ave.)
Idaho Roasters, Inc.	ID	Boise (Broadway Ave.)
Gem State Roasters	ID	Idaho Falls
Idaho Roasters, Inc.	ID	Nampa
Midwest Investors Limited Partnership, II	IL	Pecoria
Teri Entertainment	IL	Rockford
Midwest Investors Limited Partnership, II	IL	Springfield
JPB Restaurant Concepts, II, Inc.	MD	Bel Air
JPB Restaurant Concepts, V, Inc.	MD	Cockeysville
JPB Restaurant Concepts, III, Inc.	MD	Ellicott
JPB Restaurant Concepts, IV, Inc.	MD	Frederick
JPB Restaurant Concepts, I, Inc.	MD	Laurel
JPB Restaurant Concepts, VI, Inc.	MD	Whitemarsh
Donmark, Inc	MI	Flint (Linden Rd.)
Chicken Chateau	MI	Saginaw
Rogers Nevada	NV	Henderson
Rogers Nevada	NV	Las Vegas (Fair Center Pkwy.)
Rogers Nevada	NV	Las Vegas (Rainbow Blvd.)
Rogers Nevada	NV	Las Vegas (Sahara Ave.)
Rogers Nevada	NV	Pahrump
Roasters of Long Island	NY	Commack
Roasters of Long Island	NY	East Meadow
Roasters of Long Island	NY	Huntington Station
Roasters of Long Island	NY	Rockville Center

W.P.

ASSIGNMENT AND ASSUMPTION OF
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EXHIBIT A
Revised

(Page 3 of 3)

Franchisee	State	City
Roasters of Long Island	NY	Selden
David Vance Group	OH	Akron
Cascade Hospitality, Inc.	OR	Springfield
Host Marriott Services USA	TX	Grapevine
Utah Roasters	UT	Orem
Utah Roasters	UT	St. George
Fox Valley Roasters, LLC	WI	Appleton (Northland Ave.)
Badger Roasters, LLC	WI	Appleton (W. Wisconsin Ave.)
Wisconsin Roasters, LLC	WI	Milwaukee

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W.V.

**ASSIGNMENT AND ASSUMPTION OF
"KENNY ROGERS ROASTERS" FRANCHISE AGREEMENTS,
MASTER DEVELOPMENT AGREEMENTS, AND
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EXHIBIT A

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(Page 1 of 3)

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Valley Roasters III, Inc.	CA	Burbank (West Alameda Ave.)
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Shin, Jay: Hollywood Roasters, LLC	CA	Hollywood (N. Highland Ave.)
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Valley Roasters I, Inc.	CA	Northridge
Host Marriott Services USA	CA	Ontario Mills Mall
KR Roasters LP (Montelone Co.)	CA	Palm Desert
Shin, Jay: Reseda Roasters LLC	CA	Reseda (Reseda Blvd.)
IFCC, Inc.	CA	Santa Barbara
Shin, Jay: Temple Roasters LLC	CA	Temple (Rosemead Blvd.)
Debard, Inc.	CA	West Hills (Vanowen St.)
Distinctive Restaurants (Dennis Forglone)	FL	Boca Raton (St. Andrews Blvd.)
Florida's Finest Chicken	FL	Gainesville (S.W. Archer St.)
Florida's Finest Chicken	FL	Jacksonville
Florida's Finest Chicken	FL	Lakeland
Florida's Finest Chicken	FL	Ocala
MSK Enterprises	FL	Pembroke Pines (12630 Pines Blvd.)
MSK Enterprises	FL	Pembroke Pines (184th S.W Pines Blvd.)
Florida's Finest Chicken	FL	Port Richey
Market Street Investments, Inc. (Hepburn)	FL	Sunrise

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ASSIGNMENT AND ASSUMPTION OF
"KENNY ROGERS ROASTERS" FRANCHISE AGREEMENTS,
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EXHIBIT A

Revised

(Page 2 of 3)

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Lion's Share Productions, Inc. (Kenny Rogers)	GA	Athens (2440 W. Broad St.)
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Idaho Roasters, Inc.	ID	Boise (Broadway Ave.)
Gem State Roasters	ID	Idaho Falls
Idaho Roasters, Inc.	ID	Nampa
Midwest Investors Limited Partnership, II	IL	Peoria
Teri Entertainment	IL	Rockford
Midwest Investors Limited Partnership, II	IL	Springfield
JPB Restaurant Concepts, II, Inc.	MD	Bel Air
JPB Restaurant Concepts, V, Inc.	MD	Cockeysville
JPB Restaurant Concepts, III, Inc.	MD	Ellicott
JPB Restaurant Concepts, IV, Inc.	MD	Frederick
JPB Restaurant Concepts, I, Inc.	MD	Laurel
JPB Restaurant Concepts, VI, Inc.	MD	Whitemarsh
Donmark, Inc	MI	Flint (Linden Rd.)
Chicken Chateau	MI	Saginaw
Rogers Nevada	NV	Henderson
Rogers Nevada	NV	Las Vegas (Fair Center Pkwy.)
Rogers Nevada	NV	Las Vegas (Rainbow Blvd.)
Rogers Nevada	NV	Las Vegas (Sahara Ave.)
Rogers Nevada	NV	Pahrump
Roasters of Long Island	NY	Commack
Roasters of Long Island	NY	East Meadow
Roasters of Long Island	NY	Huntington Station
Roasters of Long Island	NY	Rockville Center

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ASSIGNMENT AND ASSUMPTION OF
"KENNY ROGERS ROASTERS" FRANCHISE AGREEMENTS,
MASTER DEVELOPMENT AGREEMENTS, AND
INTELLECTUAL PROPERTY

EXHIBIT A
Revised

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Franchisee	State	City
Roasters of Long Island	NY	Selden
David Vance Group	OH	Akron
Cascade Hospitality, Inc.	OR	Springfield
Host Marriott Services USA	TX	Grapevine
Utah Roasters	UT	Orem
Utah Roasters	UT	St. George
Fox Valley Roasters, LLC	WI	Appleton (Northland Ave.)
Badger Roasters, LLC	WI	Appleton (W. Wisconsin Ave.)
Wisconsin Roasters, LLC	WI	Milwaukee

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