

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

06-06-2000

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



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OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5/8/00 mcd

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 Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name LAIDLAW INC.

Execution Date
Month Day Year
08061997

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Canada

Receiving Party

Mark if additional names of receiving parties attached

Name LAIDLAW INVESTMENTS LTD.

DBA/AKATA _____

Composed of _____

Address (line 1) 3221 North Service Road

Address (line 2) _____

Address (line 3) BURLINGTON ONTARIO/CANADA L7R 3Y8
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization ONTARIO/CANADA

06/05/2000 DNGUYEN 00000127 1279286

FOR OFFICE USE ONLY

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Ronald V. Rosenwasser, ESQ; Friedman, Rosenwasser + Goldbaum, P.A.

Address (line 1) 5355 TOWN CENTER ROAD

Address (line 2) SUITE 801

Address (line 3) Boca Raton, FLORIDA 33486

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 561 395-5511

Name Ronald N. Rosenwasser, ESQ.

Name Friedman, Rosenwasser + Goldbaum, P.A.

Address (line 1) 5355 TOWN CENTER ROAD

Address (line 2) SUITE 801

Address (line 3) BOCA RATON, FLORIDA 33486

Address (line 4)

Pages

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

9

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)

1,279,286

1,705,601

1,749,611

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

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.

LADLAW INVESTMENTS LTD.

IVAN R CHAIRNS

Name of Person Signing

Ivan R Chairns

Signature VICE PRES.

OCT 12, 1999

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name SHI HOLDINGS INC.

08 06 1997

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization ONTARIO / CANADA

Receiving Party

Enter Additional 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

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for Trademarks
Assignment Division
Box Assignments
2900 Crystal Drive
Arlington, Virginia 22202-3513

Dear Sir or Madam:

Owner hereby appoints Ronald N. Rosenwasser and/or Walter Kraslow, attorneys at law, Friedman, Rosenwasser & Goldbaum, P.A., 5355 Town Center Road, Suite 801, Boca Raton, Florida 33486, telephone (561) 395-5511, as its representative upon whom notices or processes in proceedings affecting this application of Assignment of Trademarks for Manchu Wok, Registration No. 1,279,286; Manchu Wok and Design, Registration No. 1,705,601; and Manchu Wok, Registration No. 1,749,611. Every member of that law firm, and every attorney at law associated with that law firm, is hereby authorized to sign any paper, or conduct any business, on behalf of the applicant in this case. It is requested that all correspondence be sent to Ronald N. Rosenwasser at the above address.

Date: Oct 12, 1999

OWNER: LAIDLAW INVESTMENTS LTD.

By: *Steven K. Laidlaw*
Its: VICE PRESIDENT

ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT is made and entered into effective August 6, 1997 by and between Laidlaw Inc., a Canada corporation, having its principal office at 3221 North Service Road, Burlington, Ontario, L7R 3Y8, and SHI Holdings Inc., an Ontario corporation, having its principal office at 3221 North Service Road, Burlington, Ontario, L7R 3Y8 (collectively the "Assignors"), and Laidlaw Investments Ltd., an Ontario corporation, having its principal office at 3221 North Service Road, Burlington, Ontario, L7R 3Y8 ("Assignee").

WITNESSETH THAT:

WHEREAS, Assignors are assignees and owners (with respect to Laidlaw Inc. as to an undivided 85% interest, and with respect to SHI Holdings Inc. as to an undivided 15% interest) of the following trademarks now registered in the United States Patent and Trademark Office:

<u>Registered Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MANCHU WOK	1,279,286	May 22, 1984
MANCHU WOK and Design	1,705,601	August 4, 1992
MANCHU WOK and Design	1,749,611	January 25, 1993

WHEREAS, Assignee desires to acquire said registered trademarks.

NOW, THEREFORE, in consideration of the sum of \$10.00 now paid by Assignee to Assignors, and the issuance to Laidlaw Inc. of 85 Class J shares of Assignee, and the issuance to SHI Holdings Inc. of 15 Class J shares of Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, Assignors hereby assign to Assignee all right, title and interest of Assignors (being an undivided 15/100 interest in the case of SHI Holdings Inc. and an undivided 85/100 interest in the case of Laidlaw Inc.) in the United States in and to said trademarks, together with the goodwill of the business symbolized by said trademarks and registrations thereof, and the benefit of that certain License Agreement dated August 22, 1989, a copy of which is appended as Exhibit "A" (the "License Agreement").

TO HAVE AND TO HOLD the same by Assignee and its successors and assigns forever.

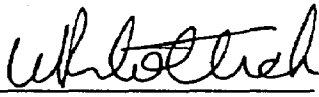
Assignors covenant and agree that they will, without charge to Assignee, whenever so requested by Assignee, execute such further instruments and do all acts and things as may be

necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned.

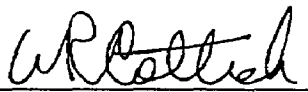
Assignee covenants and agrees to perform the obligations of the Licensor under the License Agreement.

IN WITNESS WHEREOF, the Assignors have caused this Agreement to be executed and its seal affixed hereto as of the day and year first above written.

Laidlaw Inc.

by: 
William R. Cottick,
Secretary

SHI Holdings Inc.

by: 
William R. Cottick,
Secretary

City of Burlington,
Regional Municipality of Halton

On this 28th day of November, 1997, before me personally appeared William R. Cottick, known to me to be the Secretary of each of Laidlaw Inc. and SHI Holdings Inc., the assignors above named, and acknowledged that he executed the foregoing assignment on behalf of said assignors and pursuant to authority duly received.

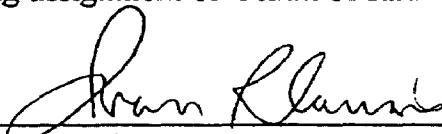

Notary Public

Exhibit "A"

LICENSE AGREEMENT

Agreement made as of this 22 day of August, 1989 by and between CHARTER TRANSPORTATION (Netherlands) B.V., Barbados Branch, a Netherlands corporation ("Licensor"), and S.C. FOOD SERVICES (U.S.A.) INC., a Delaware corporation ("Licensee").

RECITALS

Licensor is the owner of the trademark listed in Exhibit A hereto, the goodwill connected with such trademark and a system of preparation and retail sale of Chinese food. That trademark, the goodwill connected therewith and the system shall herein be referred to as the "Trademark." Licensee desires to obtain an exclusive license to use the Trademark in connection with its Chinese restaurants in the United States of America (the "Territory").

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Licensor hereby grants to Licensee the exclusive right to use the Trademark in connection with operating and franchising Chinese restaurants in the United States of America.

2. Licensee shall pay Licensor a royalty during the period from August 22, 1989 to August 21, 2004 equal to 4% of Licensees gross revenues derived from its restaurants and those of its franchisees. The royalty shall be determined as of the last day of March, June, September and December with respect to period then ending and shall be payable on or before the 20th day of the month subsequent to the day on which the determination is made. Licensor shall have the right during regular business hours to inspect the books of Licensee to confirm the accuracy of the determination.

3. Licensee shall take appropriate action to insure the Trademark is only used in connection with products or services of a high standard of quality. Attached hereto as Exhibit B is a draft of the Franchise Agreement to be used by Licensor in connection with its franchise of Chinese restaurants which utilize the Trademark. The standard of quality to which the franchisees must conform as set in that draft shall be the standard to which Licensee must conform when using the Trademark. Licensor shall have the right, at all reasonable times, to inspect Licensee's operations to insure that those standards are being met.

4. Licensee shall be permitted to grant licenses to use the Trademark to its franchisees who shall operate Chinese restaurants conforming to the standards established in Section 3 above.

5. Licensor shall at its own expense have the exclusive right to challenge all unauthorized uses or infringement of the Trademark. Licensee shall assist Licensor in the prosecution of lawsuits by providing such evidence and expert assistance as Licensee may have within its control.

6. This license granted herein shall be for a period of 15 years.

7. This Agreement shall be construed in accordance with the laws of the State of Delaware.

8. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors and assigns except that Licensee may not assign this Agreement without the written consent of the Licensor. This Agreement supercedes all other agreements between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CHARTER TRANSPORTATION
(Netherlands) B.V.,
Barbados Branch

By: 
S.C. FOOD SERVICES (U.S.A.) INC.

By: 