

06-29-2000



09 02

101393458

OFFICE FINANCE  
5.25.00

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
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name **QSC, INC.**

Execution Date  
Month Day Year

**09 10 99**

Formerly

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

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **QSC II, INC.**

DBA/AKA/TA

Composed of

Address (line 1) **1209 Orange Street**

Address (line 2)

Address (line 3) **Wilmington**

City

**Delaware**

State/County

**19801**

Zip Code

- Individual
  - General Partnership
  - Limited Partnership
  - Corporation
  - Association
  - Other
  - Citizenship/State of Incorporation/Organization **Delaware**
- 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.)

07/03/2000 MSCOTT 00000050 1778182

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
625.00 DP

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: 002093 FRAME: 0651

**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 **312-321-4245**

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.

**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)**

75/513,364	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,472,513	1,433,399	1,470,147
1,551,455	1,098,921	915,230
917,847	1,683,385	933,683

**Number of Properties**

Enter the total number of properties involved.

**#26**

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

**\$665.00**

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:**

**#23-1925**

**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 deposition account are authorized, as indicated herein.*

Scott J. Slavick

Name of Person Signing

Signature

5/22/00

Date Signed

**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 **312-321-4245**

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.

**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)**

<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"/>

<input type="text" value="1,778,182"/>	<input type="text" value="1,818,271"/>	<input type="text" value="959,078"/>
<input type="text" value="1,817,261"/>	<input type="text" value="1,867,357"/>	<input type="text" value="1,955,821"/>
<input type="text" value="1,994,379"/>	<input type="text" value="1,075,623"/>	<input type="text" value="1,106,886"/>

**Number of Properties**

Enter the total number of properties involved.

**#26**

**Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):**

**\$665.00**

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:

**#23-1925**

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 deposition account are authorized, as indicated herein.*

Scott J. Slavick

Name of Person Signing

*Scott Slavick*  
Signature

*5/22/00*

Date Signed

**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 **312-321-4245**

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. 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)**

**Number of Properties** Enter the total number of properties involved. #26

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$665.00

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:** #23-1925

**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.*

Thomas M. Williams  
Name of Person Signing

*Scott Slavick*  
Signature

*5/22/00*  
Date Signed

## ASSIGNMENT AGREEMENT

Reference is made to the joint plan of reorganization of QSC, Inc., a Delaware corporation (the "Assignor") and its affiliates and subsidiary (collectively, the "Debtors") under the provisions of Chapter 11 of title 11, United States Code (the "Bankruptcy Code"), entitled "Debtors' Amended Joint Plan of Reorganization", dated as of June 28, 1999 (as amended, supplemented or otherwise modified from time to time, the "Plan") and the Amended and Restated Stock Purchase Agreement between Long John Silver's Restaurants, Inc., a Kentucky corporation (the "Company"), and Yorkshire Global Restaurants, Inc., a Maryland corporation (successor by assignment to GRG, Inc., the "Purchaser"), dated as of March 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Stock Purchase Agreement").

Pursuant to the Plan and the Stock Purchase Agreement, certain of the Debtors are party to various financing and sale-leaseback transactions to fund the acquisition of the stock of the reorganized Company by the Purchaser and related payments under the Plan. In connection therewith, the Assignor, effective prior to the discharge under the Plan, hereby assigns, transfers, conveys and grants to QSC II, Inc., a Delaware corporation (the "Assignee"), its successors and assigns, forever, the entire right, title and interest in and to certain of the assets and property then owned or held by the Assignor (the "Assigned Property"), including, without limitation, the Agreement between the Assignor (as Licensor as defined therein) and Long John Silver's, Inc., a Delaware corporation ("LJS", and Licensee as defined therein) dated as of December 30, 1988 (the "License Agreement"), all of the assets and property listed on Exhibit A attached hereto (the "Domestic Trademarks") and Exhibit B attached hereto (the "International Trademarks"), including, without limitation, the following:

- (a) all intellectual property rights held or owned by the Assignor in the United States and throughout the world including, without limitation, all patents, trademarks, service marks, trade dress, logos, trade names, service names, trade secrets, copyrights and other intellectual property rights and applications therefor;
- (b) all other contracts, licenses, sublicenses, agreements, leases, commitments, and sales and purchase orders, and under all commitments, and offers (to the extent such offers are transferable); and
- (c) all other intangible property, including goodwill, but excluding the stock evidencing ownership of LJS.

In furtherance of this Assignment, Assignor hereby acknowledges and agrees that from the date of this Assignment, Assignee has succeeded, among other things, to all of Assignor's right, title and standing to:

(a) receive all rights and benefits pertaining or incident to all right, title, interest and benefits in, to the Assigned Property transferred and assigned hereby;

(b) institute and prosecute all proceedings and take all action that Assignee, in its sole discretion, may deem necessary or proper to collect, assert or enforce any claim, right or title of any kind in and to any and all rights, title, interest and benefits in, to and under the Assigned Property transferred and assigned hereby; and


(c) defend and compromise any and all such actions, suits or proceedings relating to such transferred and assigned rights, title, interests and benefits in, to and under the Assigned Property and do all such other acts and things in relation thereto as Assignee, in its sole discretion, shall deem advisable.

Assignee hereby assumes the liabilities and obligations of the Assignor under the Assigned Property, including, without limitation, the License Agreement and agrees to faithfully perform any covenants and agreements of Assignor related thereto. Assignor and Assignee agree to execute such other documents as may be appropriate or necessary to confirm or effect the transfers contemplated herein.


The parties hereto agree and acknowledge that the aforesaid assignment shall be governed by and construed in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 10th day of September, 1999.

QSC, INC.,  
As Assignor

By:   
\_\_\_\_\_  
Gregory M. Jasko  
Senior Vice President and Treasurer

QSC II, INC.,  
As Assignee

By:   
\_\_\_\_\_  
Gregory M. Jasko

Acknowledged and Accepted:  
LONG JOHN SILVER'S  
RESTAURANTS, INC.

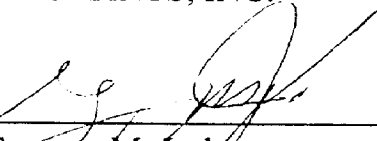
By:   
\_\_\_\_\_  
Gregory M. Jasko  
Senior Vice President and Treasurer

Exhibit A

<b>Mark</b>	<b>Serial No. Registration No.</b>	<b>Filing Date Registration Date</b>
OCEAN CHEF SALAD	73/624,451 1,472,513	October 6, 1986 January 12, 1988
SOUNDS GOOD TO ME! For (Stylized)	73/612,448 1,433,399	August 1, 1986 March 17, 1987
LONG JOHN SILVER'S SEAFOOD SHOPPES	73/626,726 1,470,147	October 24, 1986 December 22, 1987
LONG JOHN'S	73/768,603 1,551,455	December 12, 1988 August 8, 1989
FISH & MORE	73/136,394 1,098,921	August 4, 1977 August 8, 1978
Pirate Design	72/365,756 915,230	July 20, 1970 June 15, 1971
LONG JOHN SILVER'S	72/343,315 917,847	November 12, 1969 August 3, 1971
GO FISH	74/158,328 1,683,385	April 18, 1991 April 14, 1992
LONG JOHN SILVER'S	72/342,369 933,683	November 3, 1969 May 9, 1972
ADD-A-PIECE (Stylized)	74/252,036 1,778,182	March 4, 1992 June 22, 1993
LONG JOHN SILVER'S SEA FOOD SHOPPE and Design	72/388,702 959,078	April 8, 1971 May 15, 1973
Fish and Wave Design	74/384,132 1,817,261	April 29, 1993 January 18, 1994
LONG JOHN'S PROMISE TRIPLE QUALITY INSPECTION and Design	74/384,131 1,818,271	April 29, 1993 January 25, 1994
LONG JOHN SILVER'S and Design	74/478,647 1,867,357	January 12, 1994 December 13, 1994
LONG JOHN SILVER'S PROMISE SATISFACTION GUARANTEED and Design	74/564,967 1,955,821	August 24, 1994 February 13, 1996
ULTIMATE FISH SANDWICH	74/517,410 1,994,379	April 26, 1994 August 20, 1996
CHICKEN PLANKS	73/114,896 1,075,623	February 7, 1977 October 18, 1977
Pirate Design	73/139,657 1,106,886	September 1, 1977 November 21, 1978



Pirate Design	73/077,559 1,048,734	February 18, 1976 September 21, 1976
CRUMBLIES	73/167,476 1,107,461	April 21, 1978 November 28, 1978
FLAVORBAKED	74/544,979 1,991,801	June 30, 1994 August 6, 1996
FLAVORBROILED	74/557,133 1,991,878	August 4, 1994 August 6, 1996
AWESOME CHICKEN SANDWICH	74/603,638 2,032,720	November 28, 1994 January 21, 1997
GOTTA GETTA LITTLE LONG JOHN'S	75/117,999 2,061,351	June 12, 1996 May 13, 1997
POPCORN MUNCHERS	75/290,145 2,202,238	May 12, 1997 November 3, 1998
SILVER'S GOLD SENIORS PROGRAM	75/513,364 Pending	July 6, 1998 Pending

**Scott J. Slavick**  
**312-321-4245**  
**EMAIL: [sslavick@brinkshofer.com](mailto:sslavick@brinkshofer.com)**

**BRINKS**  
**HOFER**  
**GILSON**  
**& LIONE**

A PROFESSIONAL CORPORATION  
INTELLECTUAL PROPERTY ATTORNEYS

NBC TOWER - SUITE 3600  
455 N. CITYFRONT PLAZA DRIVE  
CHICAGO, ILLINOIS 60611-5599  
[www.brinkshofer.com](http://www.brinkshofer.com)  
FAX 312-321-4299  
TELEPHONE 312-321-4200

SAN JOSE, CA  
INDIANAPOLIS, IN  
ANN ARBOR, MI  
ARLINGTON, VA

May 22, 2000

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Re: **Conveying Party: QSC, INC.**  
**Receiving Party: QSC II, INC.**  
**Our File No: 52/2**

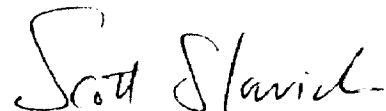
Dear Sir:

Enclosed for filing are the following documents:

1. Trademark Assignment Recordation Cover Sheet (4 pages);
2. Assignment (5 pages);
3. Filing fee in the amount of \$665.00; and
4. Return postcard.

You are hereby authorized to charge any deficiencies or credit any overpayments to our Deposit Account 23-1925. A duplicate copy of this letter is enclosed.

Very truly yours,



Scott J. Slavick

SJS/rl  
Enclosures

RECORDED: 05/25/2000

TRADEMARK  
REEL: 002093 FRAME: 0660