

6.29.00

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Expires 06/30/99  
OMB 0651-0027

07-28-2000



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

**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
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
**06 27 97**

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name **CAFETERIA OPERATORS, L.P.**

**06 27 97**

Formerly \_\_\_\_\_

**1826723**

- 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 **M & B RESTAURANT, L.C.**

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **28210 DOROTHY DRIVE**

Address (line 2) \_\_\_\_\_

Address (line 3) **AGOURA HILLS**  
City

**CALIFORNIA**  
State/Country

**91301**  
Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other **LIMITED LIABILITY COMPANY**
- Citizenship/State of Incorporation/Organization **TEXAS**

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

07/27/2000 MTHA11 00000087 1826723

01 FC:481  
02 FC:482

40.00 OP  
125.00 OP

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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: 002110 FRAME: 0423**

**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)

Registration Number(s)

**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:

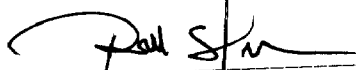
Yes

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.

DONALD S. GRIER  
Name of Person Signing

  
Signature

JUNE 26, 2000  
Date Signed

**ASSIGNMENT OF TRADEMARK RIGHTS BETWEEN  
CAFETERIA OPERATORS, L.P. AND  
M&B RESTAURANTS, L.C.**

WHEREAS, Cafeteria Operators, L.P., a Delaware limited partnership, located at 6901 Quaker Avenue, P.O. Box 6747, Lubbock, Texas 79493-6747 (hereinafter referred to as the "Assignor"), has adopted, used, and is using and is the owner of the trademarks and service marks now registered in the United States Patent and Trademark Office as shown on Exhibit A attached hereto (hereinafter referred to as the "Marks");

WHEREAS, Assignor and El Paso Cantina, Inc. entered into that certain Assignment License Agreement on the 28th day of February, 1993 whereby Assignor granted El Paso Cantina, Inc. an exclusive license to use certain of the Marks in certain territories as set forth therein (hereinafter referred to as the "Assignment and License Agreement");

WHEREAS, M&B Restaurant, L.C., a Texas limited liability company, located and doing business at 4415 N. Arcadia Lane, Phoenix, Arizona 85018 (hereinafter referred to as the "Assignee"), desires to acquire from Assignor its entire right, title and interest in, to and under said Marks and in, to and under said Assignment and License Agreement;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee, effective as of the date written below, Assignor's full and exclusive right, title and interest in and to said Marks and in and to said Assignment and License Agreement together with the goodwill of the business symbolized by said Marks and registrations thereof;

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

IN WITNESS WHEREOF, the undersigned Assignor has hereunto set hand and seal this 27<sup>th</sup> day of June, 1997.

CAFETERIA OPERATORS, L.P.

By: Theodore J. Papit  
Theodore J. Papit  
President and Chief Executive Officer  
of Furr's/Bishop's, Incorporated  
Its Sole General Partner

**EXHIBIT A**

<u>Registration No.</u>	<u>Mark</u>
1,826,723	EL PASO BAR-B-QUE COMPANY
1,798,371	EL PASO BAR-B-QUE COMPANY AND DESIGN
1,821,869	BAR-B-QUE WITH AN ATTITUDE
1,799,553	EL PASO CHILI BURGER
1,575,692	EL PASO CANTINA
1,476,318	EL PASO CANTINA

NOTARIAL CERTIFICATE

STATE OF TEXAS )  
 ) ss:  
COUNTY OF LUBBOCK )

On this 27<sup>th</sup> day of June, 1997, before me, a Notary Public in and for the aforesaid county, the undersigned officer, personally appeared Theodore J. Papit who acknowledged himself to be the individual whose name is subscribed to the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the date and year first written above.



Lucy Lanotte  
Notary Public in and for the State of Texas

My Commission Expires: 11-17-97