

10-19-2000

Form PTO-1594 (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER
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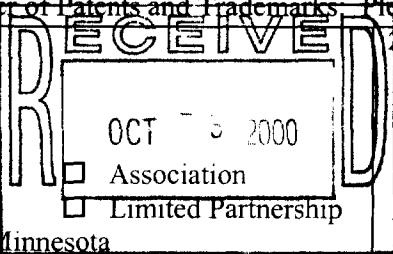
DEPARTMENT OF COMMERCE
Trademark Office
copy thereof

To the Honorable Commissioner of Patents and Trademarks, Please refer to

1. Name of conveying party(ies):
HomeTown Buffet, Inc.

Individual(s)
 General Partnership
 Corporation: State of Minnesota
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No



2. Name and address of receiving party(ies):
Tahoe Joe's, Inc.
2718 West Shaw Avenue
Fresno, CA 93711

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Delaware
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 04081999

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

MED 10-3-00

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description
 B. Trademark Registration No(s). and description
 2114109 (TAHOE JOE'S)

5. Name and address of party to whom correspondence concerning document should be mailed:
Seema R. Shah
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/336-3472

6. Total number of applications and registrations involved: 01

7. Total fee (37 CFR 3.41)..... \$40.00

Enclosed
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

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.

Seema R. Shah
Name of person signing

Seema R. Shah
Signature

September 29, 2000
Date

10/17/2000 WTHA11 00000248 2114109 Total number of pages including cover sheet, attachments, and document: 3

01 FC:481

Mail documents to be recorded with required cover sheet information to:
Director - U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

UNITED STATES INTELLECTUAL PROPERTY ASSIGNMENT
BUYER-COMPANY

WHEREAS, HomeTown Buffet, Inc., a corporation formed under the laws of the state of Delaware, having a principal place of business at 10260 Viking Drive, Eden Prairie, Minnesota 55344 (hereinafter "ASSIGNOR"), is the owner of the mark TAHOE JOE'S; and

WHEREAS, Tahoe Joe's, Inc., a corporation formed under the laws of the state of Delaware, having a principal place of business at 2718 West Shaw Avenue, Fresno, California 93711 (hereinafter "ASSIGNEE"), is desirous of acquiring said service mark, together with the good will of the business with which said service mark is used and which is symbolized by said service mark and any and all registrations and applications for registration of said service mark, including United States Registration Number 2,114,109; as well as all service marks, trade names, copyrights, licenses, all trade secrets, including but not limited to methods, techniques, drawings, specifications, procedures, information, recipes and preparation techniques for food and beverages, all other know-how and other knowledge of and experience in the development, design and operation of Tahoe Joe's restaurants, and other intangible assets and rights with respect to the Tahoe Joe's restaurant services;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby transfers, conveys and assigns unto said ASSIGNEE the entire right, title and interest in and to said service mark, all registrations and applications for registration of said service mark, including those specifically identified above, the right to recover for past infringement of said service mark and the good will of the business in connection with which said service mark is used and which is symbolized by said service mark. ASSIGNOR also hereby transfers, conveys and assigns unto said ASSIGNEE the entire right, title and interest in and to all service marks, trade names, copyrights, licenses, all trade secrets, including but not limited to methods, techniques, drawings, specifications, procedures, information, recipes and preparation techniques for food and beverages, all other know-how and other knowledge of and experience in the development, design and operation of Tahoe Joe's restaurants, and other intangible assets and rights with respect to the Tahoe Joe's restaurant services.

(ASSIGNOR)

HomeTown Buffet, Inc.

By:

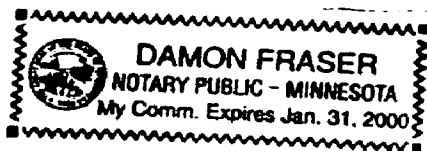


Printed Name: Roe H. Hatlen

Title: Director

STATE OF MINNESOTA)
) ss
COUNTY OF)

On this 8th day of April, 1999, before me personally appeared Roc H. Hallen, to me personally known, who being by me duly sworn says that he is the agent of ASSIGNOR duly authorized to execute this instrument for ASSIGNOR and that said execution was the free act and deed of ASSIGNOR.



Damon Fraser
Notary Public

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