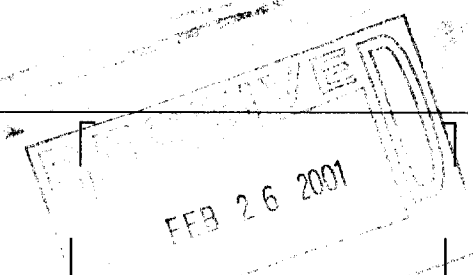


03-23-2001



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2-26-01

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
 Effective Date
 Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Effective Date
 Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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 Assignment.)

65E

FOR OFFICE USE ONLY

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: 002256 FRAME: 0297

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)

FEB 26 2001

Correspondent Name and Address

Area Code and Telephone Number

(312) 715-4000

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

#

6

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" value="75/259,689"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/041,655"/>	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

2

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

\$

65,00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to account

Deposit Account Number

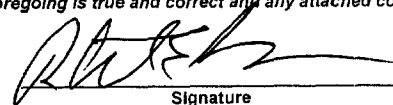
011,156

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing 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.

Robert E. Browne
Name of Person Signing



Signature

February 21, 2001
Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Boston Chicken, Inc., a corporation organized and existing under the laws of Delaware, having its principal office and place of business at 14103 Denver West Parkway, Golden, Colorado 80401, U.S.A., is the owner of the entire right, title and interest in and to the following trademarks in the United States and foreign countries (hereinafter the "Trademarks"), including the goodwill of the business symbolized thereby and associated therewith and further including the Trademark Applications therefor:

Boston Market Kids Logo Serial No. 75/259,689 filed 3/18/97

Market Meal Serial No. 76/041,655 filed 5/5/2000

WHEREAS, McDonald's Corporation, a corporation organized and existing under the laws of Delaware, having its principal office and place of business at One McDonald's Plaza, Oak Brook, Illinois, 60521, U.S.A., desires to acquire the entire right, title and interest of Boston Chicken, Inc. in and to the above-identified Trademarks, including the goodwill of the business symbolized thereby and associated therewith and further including the Trademark Applications therefor, effective as of the 26th day of May, 2000.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

In order to make and record a specific formal Assignment of the transfer of said Trademarks and their associated goodwill and the Trademark Applications therefor, from Boston Chicken, Inc. (a Delaware corporation) to McDonald's Corporation (a Delaware corporation) effective as of May 26, 2000.

BE IT KNOWN that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Boston Chicken, Inc., Boston Chicken, Inc. has sold, assigned, transferred and set over; and by these presents does hereby sell, assign, transfer and set over, nunc pro tunc, as of

May 26, 2000, unto the said McDonald's Corporation, its successors and assigns, its entire right, title and interest in and to said Trademarks, including the goodwill of its business symbolized thereby and associated therewith and further including said Trademark Applications therefor as set forth above, together with all claims for past, present and future damages by reason of infringement of said Trademarks with the right to sue for and collect the same for McDonald's Corporation's own use and for the use of its successors, assigns and other legal representatives.

And Boston Chicken, Inc. does hereby covenant and agree, for itself and its successors and assigns, that it will assist McDonald's Corporation, without expense to itself or its successors or assigns, in any litigation or other proceeding which may arise involving said Trademarks, and that it will execute and deliver to McDonald's Corporation, without expense to McDonald's Corporation, any and all additional documents and perform any further acts necessary to vest in McDonald's Corporation, the rights hereby conveyed and to record this Assignment of said Trademarks, and any of them in any country.

IN TESTIMONY WHEREOF, Boston Chicken, Inc. and McDonald's Corporation have caused this instrument to be signed by their duly authorized officers as shown below.

Boston Chicken, Inc.

By: [Signature]

Title: Trustee of
Corporate Secretary
Boston Chicken Plan Trust

Name: HERALD K. Smith

Date: 1/17/01

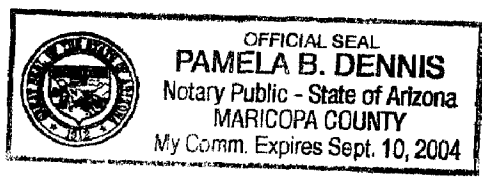
State of arizona)
) SS.

County of maricopa)

On January 17, 2001 before me, Pamela B. Dennis, Notary Public, personally appeared Herald K. Smith personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Pamela B. Dennis
Notary Public



(SEAL)

McDonald's Corporation

By: _____

Title: Corporate Secretary

Name: _____

Date: _____

State of _____)
) SS.

County of _____)

On _____, 2001 before me, _____, Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)