

05-18-2001



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RE
...ION FORM COVER SHEET
TRADEMARKS ONLY

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

MAY 11 2001

10-20-00

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
Effective Date
Month Day Year

- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Winstead's & Waids Company

Execution Date
Month Day Year
071400

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Kansas

Receiving Party

Mark if additional names of receiving parties attached

Name Colt Investments, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5000 W. 95th Street

Address (line 2) _____

Address (line 3) Prairie Village

Kansas

66207

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

FOR OFFICE USE ONLY

05/17/01 LABELLER 00900232 1629634

01 FC:01 40.00 OP
02 FC:02 100.00 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

TRADEMARK
REEL: 002298 FRAME: 0385

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

913-385-5010

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.

#

5

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"/>

1629634	927501	1655942
1117793	796904	

Number of Properties Enter the total number of properties involved.

#

5

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

\$

140.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

with original submission

(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.

Jay T. Shadwick

Name of Person Signing



Signature

10/17/80

Date Signed

**COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY INTEREST)**

THIS ASSIGNMENT is made and entered into as of the 14th day of July, 2000, by and between WINSTEAD'S & WAIDS COMPANY, a Kansas corporation, ("Assignor") and COLT INVESTMENTS, INC., a Kansas corporation, 5000 W. 95th Street, Prairie Village, Kansas 66207 ("Assignee").

WITNESSETH:

WHEREAS, the Assignee has extended to Assignor credit in the amount of \$3,200,000.00 as evidenced by an Amended and Restated Promissory Note dated April 14, 2000, as extended by that certain Extension Agreement of even date herewith ("Note"). To induce the Assignee to make the loan and as security for the Note, Assignor has agreed to pledge the assignment of all trademarks, trade names and goodwill owned by Assignor, to the Assignee as security for the repayment of the Note; and

WHEREAS, Assignor is the owner of all rights, title and interest in and to various registered trademarks in the United States Patent and Trademark Office, including but not limited to those trademarks and trade names described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, Assignor desires to pledge and in the event of default under the Note, assign to Assignee all of Assignor's right, title and interest in and to such trademarks, trade names, and any goodwill associated therewith (hereinafter referred to as the "Trademarks"), to be owned by Assignee in the event of default by Assignor under the Note; and

WHEREAS, Assignee desires to acquire from Assignor the rights in and to said Trademark; and

WHEREAS, on or about April 14, 2000, Assignor and Assignee executed an Assignment of Trademarks and Trade Names and this Assignment is executed to supercede and replace said April 14, 2000 Assignment.

NOW, THEREFORE, to induce Assignee to make the loan evidenced by the Note to Assignor, Assignor hereby pledges, and in the event of default under the Note, assigns and transfers to Assignee and its successors and assigns, all right, title and interest in and to the Trademarks, all variations, adaptations and deviations thereof and logos and designs used in connection therewith, the goodwill associated therewith, and all other marks and names used by Assignor in conjunction with the Trademarks, and all registrations and applications for registrations with respect thereto.

TO HAVE AND TO HOLD by Assignee and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this pledge and assignment not been made.

Assignor represents, warrants, covenants and agrees that it is the lawful owner of those trademarks and trade names described in **Exhibit A** and that it has the right and lawful authority to pledge and assign the same as provided herein. Assignor agrees to execute any and all documents necessary to correct any chain of title problems or to properly perfect Assignee's interests herein, all at Assignor's cost.


In the event of default by Assignor under the Note, Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and do all such other and further instruments, 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.

In the event Assignee becomes the owner of the Trademarks, Assignor agrees to indemnify Assignee and hold Assignee harmless from all loss, damage, expense (including attorneys' fees) and liability incurred by Assignee for actions, proceedings, claims and demands brought against Assignee by reason of its ownership of the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and sealed as of the day and year first above written.

ASSIGNOR:

WINSTEAD'S & WAIDS COMPANY

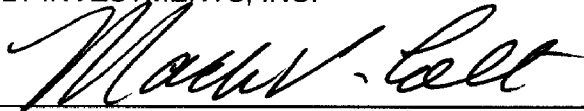
By 
Nabil I. Haddad
Chairman and Chief Executive Officer

ATTEST:


Secretary

ASSIGNEE:

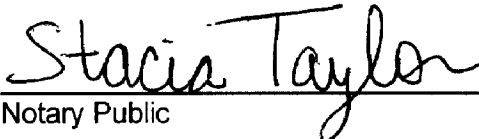
COLT INVESTMENTS, INC.

By 
Mack V. Colt, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 14th day of July, 2000, before me appeared Nabil I. Haddad, to me personally known, who being by me duly sworn, did say that he is the Chairman and Chief Executive Officer of WINSTEAD'S & WAIDS COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Nabil I. Haddad acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.


Notary Public

My commission expires:
9-28-02



STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 14th day of July, 2000, before me appeared Mack V. Colt, to me personally known, who being by me duly sworn, did say that he is the President of Colt Investments, Inc., a Kansas corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Mack V. Colt acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

Stacia Taylor
Notary Public

My Commission expires:
9-28-02



EXHIBIT A

The following trademarks are registered in the U.S. Patent and Trademark Office as follows:

<u>Registration No.</u>	<u>Issued</u>	<u>Mark</u>
1,629,634	December 25, 1990	WINSTEAD'S STEAK BURGERS SINCE 1940 and design
927,501	January 18, 1972	WINSTEAD'S
1,655,942	September 3, 1991	TINY TOT TREAT
1,117,793	May 8, 1979	WAID'S
796,904	September 28, 1965	WAID'S