

8-23-01

08-29-2001

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101826619

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): LOVE'S TRUST NUMBER ONE DATED JULY 1, 1997. Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Trust. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: WILLIAM E. ESKEW Internal Address: No. 3 Street Address: 1605 Stoner Avenue City: Los Angeles State: CA Zip: 90025. Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other. If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No. Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other Release of Security Interest. Execution Date: August 15, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 936,246 1,658,603 1,065,043 1,668,884. Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kenneth A. Linzer, Esq. Internal Address: 12100 Wilshire Boulevard Suite 1500 Los Angeles CA 90025. Street Address: 12100 Wilshire Boulevard Suite 1500 City: Los Angeles State: CA Zip: 90025

6. Total number of applications and registrations involved: 9. 7. Total fee (37 CFR 3.41) \$ 165.00 Expedite Fee: \$ 120.00 Enclosed \$ 285.00 Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Kenneth A. Linzer, Esq. Signature: Kenneth A. Linzer Date: August 23, 2001

08/29/2001 DBYRNE 00000188 936246 01 FC:481 02 FC:482 03 FC:484

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002317 FRAME: 0896

1. NAME OF CONVEYING PARTIES (CONTINUED)

Name and address of conveying party(ies)

Name: WEST COAST RESTAURANT MANAGEMENT GROUP, LLC

Internal

Address: Suite 351

Street Address: 2934 1/2 Beverly Glen Circle

City: Los Angeles State: CA Zip: 90077

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – State _____
- Other: a California limited liability company

Name and address of conveying party(ies)

Name: CUSTOM FOOD CONCEPTS, INC.

Internal

Address: Suite 351

Street Address: 2934 1/2 Beverly Glen Circle

City: Los Angeles State: CA Zip: 90077

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – State California
- Other _____

Name and address of conveying party(ies)

Name: STUART A. BENSON

Internal

Address: Suite 351

Street Address: 2934 1/2 Beverly Glen Circle

City: Los Angeles State: CA Zip: 90077

- Individual(s) citizenship a United States Citizen
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – State _____
- Other _____

Name and address of conveying party(ies)

Name: MARIE HUGHES

Internal

Address: Suite 351

Street Address: 2934 1/2 Beverly Glen Circle

City: Los Angeles State: CA Zip: 90077

- Individual(s) citizenship a United States Citizen
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – State _____
- Other _____

2. **NAME OF RECEIVING PARTIES (CONTINUED)**

Name and address of receiving party(ies)

Name: CUSTOM FOOD FRANCHISE GROUP, INC.

Internal

Address: No. 3

Street Address: 1605 Stoner Avenue

City: Los Angeles State: CA Zip: 90025

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation – State California

Other: _____

RELEASE OF SECURITY INTEREST IN AND COLLATERAL ASSIGNMENT
OF PATENTS, TRADEMARKS AND LICENSES

THIS RELEASE OF SECURITY INTEREST IN AND COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND LICENSES, dated as of August 15, 2001 ("Release") is entered into between LOVE'S TRUST NUMBER ONE DATED JULY 1, 1997, WEST COAST RESTAURANT MANAGEMENT GROUP, LLC, a California limited liability company, CUSTOM FOOD CONCEPTS, INC., a California corporation, STUART A. BENSON and MARIE HUGHES (collectively, "Releasor"), on the one hand; and WILLIAM E. ESKEW and CUSTOM FOOD FRANCHISE GROUP, INC., a California corporation (collectively, "Releasee").

W I T N E S S E T H:

WHEREAS, Releasor and Releasee had previously entered into that certain GRANT OF SECURITY INTEREST IN AND COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND LICENSES, dated as of March 30, 2001 ("Collateral Assignment") between LOVE'S TRUST NUMBER ONE DATED JULY 1, 1997, WEST COAST RESTAURANT MANAGEMENT GROUP, LLC, a California limited liability company, CUSTOM FOOD CONCEPTS, INC., a California corporation, STUART A. BENSON and MARIE HUGHES, on the one hand; and WILLIAM E. ESKEW and CUSTOM FOOD FRANCHISE GROUP, INC., a California corporation.

WHEREAS, pursuant to the Collateral Assignment, Releasee had agreed to grant Releasor a security interest in and to all of the right, title and interest of Releasee in and to the "LOVE'S WOOD PIT BARBECUE" and "LOVE'S" trademarks, trade names, and the trademarks and service marks listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Marks"), trade styles, patents, copyrights and the registrations for any and all of the foregoing in all states of the United States of America other than the states of Arizona, Colorado, Florida, New Mexico and Nevada (the "Territory"); and

WHEREAS, the Collateral Assignment was previously recorded with the United States Department of Commerce Patent and Trademark Office on April 30, 2001, which recordation appears at Reel/Frame 002243/0410, a copy of which is attached hereto as Schedule B and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Releasee agrees as follows:

1. References. Unless the context of this Release clearly requires otherwise, references to the plural include the singular and to the singular include the plural, the part includes the whole, the terms "include," "including," and "includes" are not limiting, and the term "or" has the inclusive meaning represented by the phrase "and/or". The words "hereof," "herein," "hereby," "hereunder" and similar terms in this Release refer to this Release as a whole and not to any particular provision of this Release. Article, section, subsection, clause, exhibit and schedule references are to this Release unless otherwise specified. Any reference herein to this Release or that certain Settlement Agreement ("Settlement Agreement"), that certain Assignment of Royalties Agreement ("Royalties Agreement") and that certain Security Agreement ("Security Agreement"), all dated as of even date herewith (the Settlement Agreement, Royalties Agreement and Security Agreement are sometimes referred to collectively hereafter as the "Related Agreements") includes any and all alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

2. Release of Security Interest. Releasor hereby releases Releasee from its grant of a security interest pursuant to the Collateral Assignment, effective immediately, in all of Releasee's right, title and interest in the United States (other than the Territory defined above), as well as Releasee's right, title and interest in Canada and Mexico pursuant to the certain Assignment dated in or about February 1999 by and between Loves Enterprises, Inc., Custom Food Franchise Group, Inc. and Custom Food Concepts, Inc. (the "Foreign Assignment") in and to all of the following described property, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(i) trademarks, trademark registrations, service marks, trade names and trademark applications listed on Schedule A, attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due or payable under all trademarks and trademark applications, including damages and payments for past or future infringements thereof (all of the foregoing trademarks, trademark registrations, service marks, trade names and trademark applications are sometimes hereinafter individually or collectively referred to as the "Marks").

(ii) U.S. patents and U.S. patent applications, including the inventions and improvements described and claimed therein, and the reissues and renewals thereof and all income,

royalties, damages and payments now and hereafter due or payable under and with respect to all U.S. patents and U.S. patent applications, including damages and payments for past or future infringements thereof (all of the foregoing U.S. patents and applications are sometimes hereinafter individually or collectively referred to as the "Patents");

(iii) any Love's license, franchise or similar agreement in which Releasee is or becomes licensed to use a Love's patent or trademark, including without limitation, the Foreign Assignment (the "Licenses");

(iv) all proceeds from any of the foregoing referred to in this Section 2; and

(v) the goodwill of Releasee's business connected with and symbolized by the Marks.

3. Release of Assignment of Patents. In addition to all other rights released by Releasor hereunder, Releasor hereby releases as collateral, its entire right, title and interest in and to all of Releasee's business, any work in process and new materials, covered by any U.S. Letters Patent, and any renewal, reissuance or extension of such Letters Patent including the Patents that may pertain to the "Additional Security".

4. Release of Assignment of Marks and Trade names. In addition to all other rights released by Releasor hereunder, Releasor further releases as collateral, its entire right, title and interest in any and all Marks and the goodwill associated therewith.


5. Release of Assignment of Licenses. In addition to all other rights released by Releasor hereunder, Releasor further releases as collateral any right of Releasee under any license, franchise or similar agreement with any other party, including without limitation, the Foreign Assignment, whether Releasee is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Releasee and now or hereafter covered by such license

6. Power of Attorney. Releasee hereby grants Releasor a power of attorney coupled with an interest to execute any documentation or take any action required to fulfill the terms, provisions and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Release as of the Effective Date.

Releasor:

LOVE'S TRUST NUMBER ONE DATED
JULY 1, 1997



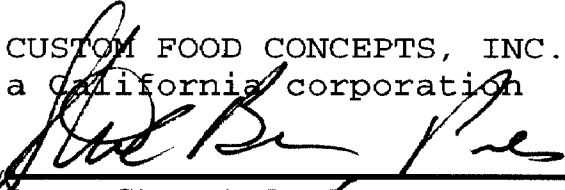
By: Marie Hughes
Its Trustee

WEST COAST RESTAURANT
MANAGEMENT GROUP, LLC,
a California limited liability
company



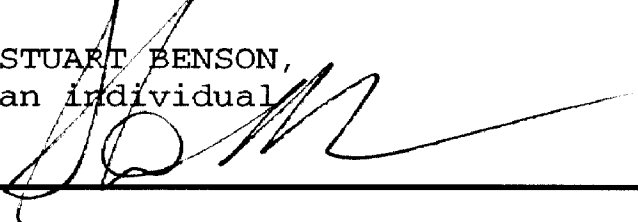
By: Marie Hughes
Its: Managing Member

CUSTOM FOOD CONCEPTS, INC.,
a California corporation

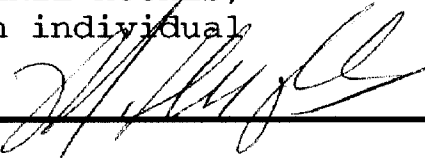


By: Stuart A. Benson
Its: President

STUART BENSON,
an individual

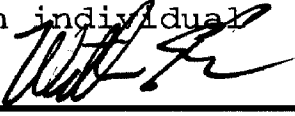


MARIE HUGHES,
an individual



Releasee:

WILLIAM E. ESKEW,
an individual



CUSTOM FOOD FRANCHISE
GROUP, INC.,
a California corporation



By: William E. Eskew
Its: President

SCHEDULE A**Marks**

Mark	Class	Registration Status	Registration Number	Registration Date
Love's	29,30	Registered	1,675,243	02/11/92
Love's (with design)	42	Registered	1,658,603	09/24/91
Love's	42	Registered	1,065,043	05/03/77
Love's (with design)	42	Registered	1,741,871	12/22/92
When You're In Love's The Whole World's Delicious	42	Registered	1,668,884	12/17/91
Love's Wood Pit Barbeque Restaurant	42	Registered	936,246	06/20/72

SCHEDULE B

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT