

08-23-01

08-29-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

101826454

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

1. Name of conveying party(ies):  
WEST COAST RESTAURANT MANAGEMENT GROUP, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other California limited liability co.

2. 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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other

Execution Date: August 15, 2001

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)  
Additional name(s) & address(es) attached?  Yes  No

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

RECEIVED  
2001 AUG 29 AM 9:49  
ASSIGNMENTS DIV

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kenneth A. Linzer, Esq.

Internal Address: Suite 1500

Street Address: 12100 Wilshire Boulevard  
Suite 1500

City: Los Angeles State: CA Zip: 90025

6. Total number of applications and registrations involved:

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.

Name of Person Signing

Signature

August 23, 2001

Date

08/29/2001 DBYRNE 00000190 936246

Total number of pages including cover sheet, attachments, and document: 7

01 FC:481  
02 FC:482  
03 FC:484

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

TRADEMARK  
REEL: 002317 FRAME: 0990

TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of August 15, 2001 (the "Effective Date") by and between CUSTOM FOOD FRANCHISE GROUP, INC., a California corporation ("CFFG") and WEST COAST RESTAURANT MANAGEMENT GROUP, LLC, a California limited liability company ("West Coast").

R E C I T A L S

WHEREAS, CFFG and West Coast have entered into a Settlement Agreement concurrently herewith ("Settlement Agreement"), and as a condition to closing, CFFG and West Coast must execute and deliver this Trademark Assignment;

ASSIGNMENT

1. Trademark Assignment. In consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, West Coast hereby assigns in perpetuity to CFFG the exclusive geographic right (the "Assignment") in the territory described in Schedule A attached hereto (the "Territory") to franchise, subfranchise, license, sublicense, assign, transfer and/or use in any manner whatsoever the trademarks and service marks listed below (the "Marks"). In connection therewith, West Coast: (a) shall deliver concurrently with the execution hereof a recordable geographic assignment in form and substance attached hereto as Schedule B; (b) shall assign to CFFG any applications filed with appropriate state authorities to register the Marks, and any registrations resulting therefrom, in any form or language, in the Territory; (c) shall execute and deliver to CFFG such additional documents and instruments as are necessary to effectuate the purpose of this transaction; and (d) shall use its best efforts to assist CFFG in obtaining any rulings or approvals from any government or any agency thereof, including without limitation state trademark registration authorities in the Territory, which are reasonably necessary to effectuate the purpose of this transaction. Prior to the transaction reflected in this Trademark Assignment, West Coast has represented to CFFG that it is the sole owner of the Marks listed below in the Territory, and that no liens or encumbrances have been recorded against any or all of the Marks:

Registration Mark	Registration Class	Status	Number	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

2. Fee. No fee or royalty will be payable hereunder, as all consideration for the Assignment has been reflected in this Trademark Assignment and the Settlement Agreement.

3. Miscellaneous.

3.1 CFFG shall be liable for and promptly reimburse West Coast for all fees and cost, including reasonable attorneys' fees, for the preparation, filing, recordation and releasing of all liens on any of the Marks provided for herein.

3.2 West Coast hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Assignment and any Schedules hereto and the interests herein granted.

3.3 This Trademark Assignment will not be modified or changed except in writing executed by both parties hereto. This Trademark Assignment will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, permitted successors are permitted assigns.

3.4 The Assignment contemplated by this Trademark Assignment shall be complete on the Effective Date, and as of the Effective Date, West Coast shall not have or retain any right to or interest in the Marks for use in the Territory.


3.5 Neither this Trademark Assignment nor any rights contained herein will be assigned by West Coast in whole or in part, directly or indirectly, and any such assignment or attempted assignment without the prior written consent of CFFG (which consent shall not be unreasonably withheld) shall be a material breach of this Trademark Assignment.

3.6 Either party hereto will have the right to require specific performance of the other party.

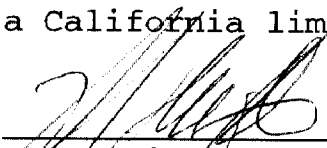
IN WITNESS WHEREOF, CFFG and West Coast have executed this Trademark Assignment as of the Effective Date set forth above.

"CFFG"

CUSTOM FOOD FRANCHISE  
GROUP, INC., a California corporation

  
\_\_\_\_\_  
By: William E. Eskew  
Its: President  
"West Coast"

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

  
\_\_\_\_\_  
By: Marie Hughes  
Its: Managing Member

**SCHEDULE A**

**[To that certain Trademarks Assignment Agreement]**

**TERRITORY**

The Assignment to be granted covers the States listed below:

Nevada  
Florida  
Arizona  
New Mexico  
Colorado

SCHEDULE B

GEOGRAPHICAL ASSIGNMENT

[To that Certain Trademarks Assignment Agreement dated as of August 15, 2001]

Whereas WEST COAST RESTAURANT MANAGEMENT GROUP, LLC, a California limited liability company ("West Coast") has adopted, used and is using the following marks (the "Marks") which are registered in the United States Patent and Trademark Office:

Mark	Class	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
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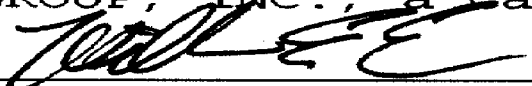
Whereas CUSTOM FOOD FRANCHISE GROUP, INC. a California corporation ("CFFG"), is desirous of acquiring the Marks (the "Marks") for use for any and all purposes solely in the States of Nevada, Florida, Arizona, New Mexico and Colorado (the "Territory").

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, West Coast has, pursuant to that certain Trademarks Assignment Agreement dated as of August \_\_\_\_, 2001 (the "Trademarks Assignment Agreement"), assigned unto said CFFG, all right, title and interest in and to the common law and state law rights of each of the states in the Territory in and to the Marks in the Territory, together with the goodwill symbolized by the common law and state law rights of each of the states in the Territory in and to the Marks in the Territory, and all of West Coast's rights to sue and recover for past and future infringements of the Marks in the Territory.

This Geographical Assignment is not intended to adversely affect the above referenced registrations. CFFG shall hereafter be treated pursuant to the Trademarks Assignment Agreement as the assignee of the common law and state law rights in each of the states in the Territory in and to the Marks in the Territory, and West Coast shall not use the Marks in any manner whatsoever in the Territory.

"CFFG"

CUSTOM FOOD FRANCHISE  
GROUP, INC., a California corporation



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By: William E. Eskew  
Its: President

"West Coast"

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



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By: Marie Hughes  
Its: Managing Member