

08-10-2001



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

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

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

1. Name of conveying party(ies):

F. L. OI

STAR BUFFET, INC.

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: January 26, 2001

2. Name and address of receiving party(ies)

Name: North's Restaurants, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 143 S. Riverside, Suite B

City: Medford State: OR Zip: 97501

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of Oregon
- Other \_\_\_\_\_

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) 1444561  
& 1206584

Additional number(s) attached  Yes  No

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

Name: Robert B. Burlingame

Internal Address: Pillsbury Winthrop LLP

Street Address: 50 Fremont Street

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed 406
- Authorized to be charged to deposit account

8. Deposit account number:

033975

(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.*

Robert B. Burlingame  
Name of Person Signing

Robert Burlingame  
Signature

8/1/01  
Date

Total number of pages including cover sheet, attachments, and document: 12

08/09/2001 LMUELLER 00000162 1444561

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

01 FC:481  
02 FC:482

40.00 DP  
25.00 DP

**TRADEMARK**  
**REEL: 002345 FRAME: 0001**

EXHIBIT O

INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

This INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 26<sup>th</sup> day of January, 2001, by and between STAR BUFFET, INC., a Delaware corporation, with its principal place of business at 440 Lawndale Drive, Salt Lake City, Utah 84115 (hereinafter "Assignor") and NORTH'S RESTAURANTS, INC., an Oregon corporation, with its principal place of business at 143 S. Riverside, Suite B, Medford, Oregon 97501 (hereinafter "Assignee").

WHEREAS, Assignor is owner of all right, title and interest, free and clear of any security interest or other encumbrance, in and to certain intellectual property set forth in that certain Asset Purchase Agreement dated as of July 24, 1997, including, but not limited to, all rights in and to any processes, recipes, menus, formulations, methods, software (including documentation), technology, know-how, formulae, trade secrets, trade dress, inventions, patents, copyrights, copyright registrations, as well as certain trade names, trademarks and service marks (and federal and state registrations thereof), and all applications therefor, as set forth in Exhibit 1.A. to this Agreement ("Marks"), for use in connection with the operation of or relating to the JJ North's Grand Buffet and North's Chuck Wagon restaurants, including, without limitation, all goodwill associated therewith (collectively referred to as "Intangible Property");

WHEREAS, Assignee is desirous of acquiring said Intangible Property; and

WHEREAS, a license back to Assignor is contemplated under the accompanying Intangible Property License Agreement ("License Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Transfer and Assignment of Intangible Property. Assignor does hereby assign, transfer and deliver to Assignee, free and clear of any and all security interests or other encumbrances placed on the Intangible Property by or a result of the actions or inactions of Assignor, its parents, subsidiaries, affiliates, officers, directors, partners, and employees, all worldwide right, title and interest in and to said Intangible Property, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith. The assignment of the Marks granted herein includes any and all registrations and the goodwill of the business symbolized by the Marks. Assignor shall execute the Trade Names and Trademarks Assignment attached hereto as Exhibit 1 and agrees to take any and all further actions necessary and/or requested by Assignee in order to fully vest the right, title and interest being conveyed to Assignee pursuant to this Agreement. Additionally, Assignor shall return to Assignee the originals of certain items, as further set forth in Section 1.3 of the accompanying Settlement and Release Agreement ("Settlement Agreement").

## 2. Certain Rights and Obligations

- 2.1. Ownership. As of the Effective Date, Assignee shall own all right, title and interest in and to the Intangible Property, and Assignor shall have no right, title or interest therein or thereto. In particular, and without limiting the generality of the foregoing, Assignor covenants not to use or display any of the Intangible Property or any mark confusingly similar thereto, including, but not limited to, JJ North's Country Buffet, North's Star Buffet and any other similar such names or marks, anywhere in the world except as set forth in the License Agreement or as otherwise authorized by Assignee, and further covenants not to contest or challenge the validity of the Marks, any applicable registrations thereof or the ownership of the Intangible Property by Assignee.
- 2.2. Enforcement of Rights. Upon execution of this Agreement, Assignee shall have the sole right to control and the sole right to prosecute all Marks and registrations with respect to the Marks and prosecute all past, present and future infringements with respect to the Marks by third parties, at Assignee's expense, which rights Assignee may exercise in its sole and absolute discretion.
- 2.3. Further Assurances. Assignor will and will cause its employees, agents and consultants to execute such documents and take all such actions as is reasonably necessary or desirable to perfect the foregoing assignments. Such assistance shall include, upon the request of Assignee, reasonable cooperation with and assistance to Assignee in filing and perfecting all applications and registrations for Marks to the extent permitted or made necessary by statute, regulation or government agency.
- 2.4. Power of Attorney. In the event that either Assignor is unable or unwilling to fully perform their obligations under Section 2.3 above, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Marks.

## 3. General Provisions

- 3.1. In entering and making this Agreement, the parties assume the risk of any mistake of fact or law and the risk of their decision to waive due diligence. If the parties, or any of them, should later discover that any fact they relied upon in entering this Agreement is not true, or that their understanding of the facts or law was incorrect, the parties shall not be entitled to seek rescission of this Agreement by reason thereof. This Agreement is intended to be final and binding upon the parties regardless of any mistake of fact or law.
- 3.2. This Agreement shall be binding upon and for the benefit of the parties and their respective parents, subsidiaries, officers, directors, partners, employees, heirs, conservators, successors, devisees and assigns.
- 3.3. Neither the payment of consideration referred to herein, nor the performance of any covenants contained herein, nor anything contained or incorporated herein shall be deemed, nor shall the negotiation, execution and performance of this Agreement constitute, any admission or concession of liability or wrongdoing on the part of any

party, or any other form of admission with respect to any matter, thing or dispute whatsoever. Any such liability or wrongdoing is expressly denied.

- 3.4. Each party warrants that: it or he is represented by competent counsel with respect to this Agreement and all matters covered by it; it or he has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement; and it or he authorizes and directs its respective attorneys to execute such papers and to take such other action as is necessary and appropriate to effectuate the terms of this Agreement.
- 3.5. Each party warrants that no promise, inducement or agreement not expressed herein has been made in connection with this Agreement. This Agreement (and the exhibits hereto), together with the Settlement Agreement (and the exhibits thereto) constitutes the entire agreement between the parties and supersedes and replaces all prior negotiations or proposed agreements, written or oral.
- 3.6. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the parties.
- 3.7. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or was principally responsible for drafting the Agreement or any specific term or condition hereof. This Agreement shall be deemed to have been drafted by all parties, and no party shall urge otherwise.
- 3.8. The headings in this Agreement are for convenience only. They in no way limit, alter or affect the meaning of this Agreement.
- 3.9. This Agreement shall be construed and enforced pursuant to federal law and, to the extent that state law is relevant, to the law of the State of Utah.
- 3.10. Should any provision of this Agreement be held illegal, such illegality shall not invalidate the whole of this Agreement; instead, the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 3.11. Any notices required or permitted to be sent by this Agreement shall be sent by facsimile and by overnight courier to the following:

North's Restaurants, Inc.  
Attn. John F. North, Jr. and James E. North  
143 S. Riverside, Suite B  
P.O. Box 1340  
Medford, OR 97501

With copies to:

Bruce A. Ericson, Esq.  
Pillsbury Winthrop LLP  
50 Fremont Street  
San Francisco, California 94105-2228  
(Mailing Address: Post Office Box 7880  
San Francisco, California 94120-7880)  
Telephone: (415) 983-1560  
Facsimile: (415) 983-1200  
E-mail: [bericson@pillsburywinthrop.com](mailto:bericson@pillsburywinthrop.com)

David A. Greenwood, Esq.  
Van Cott Bagley Cornwall & McCarthy  
50 South Main Street, Suite 1600  
Salt Lake City, UT 84145-0340  
Telephone: (801) 532-3333  
Facsimile: (801) 534-0058

Attorneys for North's Restaurants, Inc.

Star Buffet, Inc.  
Northstar Buffet, Inc.  
Attn. Robert E. Wheaton, CEO  
440 Lawndale Drive  
Salt Lake City, Utah 84115  
Telephone: (801) 463-5500  
Facsimile: (801) 463-5595

With copies to:

Jonathan O. Hafen, Esq.  
Parr Waddoups Brown Gee & Loveless  
Suite 1300  
185 South State Street  
Salt Lake City, Utah 84111-1537  
Telephone: (801) 532-7840  
Facsimile: (801) 532-7750

CKE Restaurants, Inc.  
Attn. Robert Wilson, General Counsel  
401 Carl Karcher Way  
Anaheim, California 92801  
Telephone: (714) 774-5796  
Facsimile: (714) 490-3695

Julie McCoy Akins, Esq.  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, CA 92660-6441  
Telephone: (949) 725-4000  
Facsimile: (949) 725-4100

Attorneys for CKE Restaurants, Inc.,  
Star Buffet, Inc. and Northstar Buffet,  
Inc.

Pacific Mezzanine Fund, L.P.  
Attn. Nathan Bell  
2200 Powell Street, Suite 1250  
Emeryville, CA 94608  
Telephone: (510) 595-9800  
Facsimile: (510) 595-9801

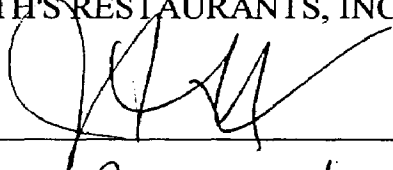
With copies to:  
  
Steven B. Sacks, Esq.  
Perkins Coie LLP  
180 Townsend Street, Third Floor  
San Francisco, California 94107-1909  
Telephone: (415) 344-7000  
Facsimile: (415) 344-7050

3.12. This Agreement may be executed in multiple originals, each of which is equally admissible in evidence and shall be deemed to be one and the same instrument. This Agreement shall not take effect until each party has signed a counterpart.

3.13. Each party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations herein set forth. Each signatory to this Agreement who signs on behalf of a party represents and warrants that he or she has the authority to sign on behalf of that party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, and the parties have each signed this Agreement, all as of the date first above written.

NORTH'S RESTAURANTS, INC.

By  \_\_\_\_\_  
Title President

STAR BUFFET, INC.

By \_\_\_\_\_  
Title \_\_\_\_\_

Pacific Mezzanine Fund, L.P. Attn. Nathan Bell 2200 Powell Street, Suite 1250 Emeryville, CA 94608 Telephone: (510) 595-9800 Facsimile: (510) 595-9801	With copies to:  Steven B. Sacks, Esq. Perkins Coie LLP 180 Townsend Street, Third Floor San Francisco, California 94107-1909 Telephone: (415) 344-7000 Facsimile: (415) 344-7050
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3.12. This Agreement may be executed in multiple originals, each of which is equally admissible in evidence and shall be deemed to be one and the same instrument. This Agreement shall not take effect until each party has signed a counterpart.

3.13. Each party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations herein set forth. Each signatory to this Agreement who signs on behalf of a party represents and warrants that he or she has the authority to sign on behalf of that party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, and the parties have each signed this Agreement, all as of the date first above written.

NORTH'S RESTAURANTS, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

STAR BUFFET, INC.

By  \_\_\_\_\_

Title President \_\_\_\_\_

**EXHIBIT 1**

**TRADE NAMES AND TRADEMARKS ASSIGNMENT**

WHEREAS, STAR BUFFET, INC., a Delaware corporation, of 440 Lawndale Drive, Salt Lake City, Utah 84115 (hereinafter "Assignor"), is owner of all right, title and interest, free and clear of any security interest or other encumbrance, in and to the trade names and trademarks as set forth in Exhibit 1.A. attached hereto; and

WHEREAS, NORTH'S RESTAURANTS, INC., an Oregon corporation, of 143 S. Riverside, Suite B, Medford, Oregon 97501 (hereinafter "Assignee") is desirous of acquiring said trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby assign to Assignee, free and clear of any and all security interests or other encumbrances, all right, title and interest in and to said trademark, together with said registration and the goodwill of the business symbolized by said trademark, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith. Assignor agrees to take any and all further actions necessary and/or requested by Assignee in order to fully vest the right, title and interest being conveyed to Assignee pursuant to this Agreement.

IN TESTIMONY WHEREOF, Assignor has caused this assignment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

STAR BUFFET, INC.


  
By: David E. Wheeler, President  
(print or type name and title)



EXHIBIT 1.A.

Trade Names and Marks

<u>Trademark</u>	<u>Common Law/ Registration No.</u>	<u>Registration Date</u>
JJ NORTH'S	Common Law	
WHERE YOU NEVER PAY EXTRA	Common Law	
JJ NORTH'S GRAND BUFFET and Design	1,444,561	June 23, 1987
NORTH'S CHUCK WAGON	1,206,489 202,584 (inadvertent transposition from Serial Number)	August 24, 1982