

RECORDED  
08-23-2001

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Docket No.:



101821119

3 attached original documents or copy thereof.

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To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Quizno's Kansas, LLC

8-7-01

2. Name and address of receiving party(ies):

Name: The Quizno's Corporation

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

Street Address: 1415 Larimer Street

City: Denver State: CO ZIP: 80202

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Colorado

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: March 22, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit  
A (attached)

Yes  No

1133359

Additional numbers

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

Name: Mark I. Feldman, Esq.

Internal Address: Piper Marbury Rudnick & Wolfe

Street Address: P.O. Box 64807

City: Chicago State: IL ZIP: 60664

6. Total number of applications and registrations involved:.....

6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-2284

DO NOT USE THIS SPACE

08/22/2001 TDIAZ1 00000147 1133359

01 FC:401 40.00 DP  
08 FC:402 125.00 DP

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.

Mark I. Feldman

Name of Person Signing

Mark Feldman

Signature

8-6-01

Date

3

Total number of pages including cover sheet, attachments, and

TRADEMARK

**EXHIBIT A**  
**TRADEMARKS**

<b>Registered Mark</b>	<b>Serial No.</b>	<b>Registration Date</b>
SUB & STUFF (stylized)	1,133,359	April 5, 1980
SUB & STUFF	1,212,799	October 12, 1982
SPAGHETTI JACK'S FAST ITALIAN & Design (Horizontal Box Logo)	1,728,436	October 27, 1992
SPAGHETTI JACK'S FAST ITALIAN & Design (Vertical Box Logo)	1,712,547	September 1, 1992
SPAGHETTI JACK'S (Word Mark Only)	1,684,756	April 28, 1992
JACK & Figure Design	1,707,520	August 11, 1992

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TOTAL P.04

**TRADEMARK**  
**REEL: 002353 FRAME: 0974**

**CERTIFICATE OF MAILING**

"Express Mail" mailing label number: EL730589545US

Date of Deposit: August 7, 2001

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Tonya Willis

Tonya Willis

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**TRADEMARK**  
**REEL: 002353 FRAME: 0975**

**ASSIGNMENT OF U.S. TRADEMARKS**

**WHEREAS**, Quizno's Kansas, LLC, a Kansas limited liability company, with a principal place of business at Denver Place, Plaza Tower, 1099 18<sup>th</sup> Street, Suite 2850, Denver, Colorado 80202 ("Assignor"), owns the trademarks listed in **Exhibit A**, which have been registered with the United States Patent and Trademark Office (the "Marks"); and

**WHEREAS**, The Quizno's Corporation, a Colorado corporation, with a principal place of business at 1415 Larimer Street, Denver, Colorado 80202 ("Assignee") desires to acquire the entire right, title and interest in, to and under said Marks;

**NOW, THEREFORE**, for one dollar U.S. (\$1.00) and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under said Marks, including all common law rights, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

**IN TESTIMONY WHEREOF**, Assignor has executed this Assignment effective as of March 19, 2001.

**QUIZNO'S KANSAS, LLC**

By:  \_\_\_\_\_

Its: Vice President & General Counsel

State of Colorado }  
County of Denver } SS

On this 22nd day of March, 2001, before me, a Notary Public in and for the County and State aforesaid, appeared \_\_\_\_\_, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed. **WITNESS** my hand and seal the day and year last above given.

Notary Public: Shanna M. Muzier

My Commission Expires: 02-06-02