

11-02-2001



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



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10-26-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

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

1. Name of conveying party(ies):
Papa Gino's Acquisition Corp.
10/26/01

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

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

2. Name and address of receiving party(ies)
 Name: **Papa Gino's, Inc.**
 Internal
 Address: _____

Street Address: **600 Providence Highway**
 City: **Dedham,** State: **MA** Zip: **02026**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 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

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

Execution Date: **July 22, 1992**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1204948, 1241353, 904848, 1135377

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Colleen S. Lynch, Esq.**
 Internal Address: _____

Street Address: **Cohen & Fierman, LLP**
4 Faneuil Hall Marketplace, 3rd floor
 City: **Boston,** State: **MA** Zip: **02109**

7. Total fee (37 CFR 3.41).....\$ **115.00**

Enclosed
 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.

William P. Chermak
 Name of Person Signing

[Signature]
 Signature

9/26/01
 Date

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

11/01/2001 TBIAZI 00000059 1204948

01 FC:481
02 FC:482

40.00 DP
75.00 DP

Mail documents to be recorded with required cover sheet information to
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20531

TRADEMARK
REEL: 002389 FRAME: 0514



10-26-2001

U.S. Patent & TMOft/TM Mail Ropt Dt. #26

GENERAL ASSIGNMENT AND BILL OF SALE**KNOW ALL MEN BY THESE PRESENTS:**

That Papa Gino's of America, Inc., a Massachusetts corporation ("Seller"), for good and valuable consideration paid to it by Papa Gino's Acquisition Corp., a Delaware corporation ("Buyer"), the receipt and sufficiency of which are acknowledged, does hereby grant, bargain, sell, transfer, convey and delivers unto Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Acquired Assets, as defined in the Asset Purchase Agreement (the "Agreement") dated as of October 3, 1991, as amended, between Seller and Buyer. All terms used and not defined herein shall have the meanings ascribed to them in the Agreement.

The Acquired Assets shall include, but shall not be limited to, all properties, assets, rights, interests and claims of any kind, real or personal, tangible or, intangible, of every type and description, including goodwill, that are owned, leased, possessed or under the control of Seller as of the date of this instrument and that are used or held for use in connection with, or generated by or constituting the Business (including Acquired Assets that are described in the Schedules to the Agreement but excluding the Excluded Assets) in which Seller has any right, title or interest including, among other things, Intangible Property, Equipment, Real Property, Receivables, Assigned Contracts, cash on hand at the Restaurants and other Current Assets, Governmental Permits that under applicable law may or are required to be assigned or otherwise transferred to Buyer in connection with the transactions contemplated by the Agreement, fixtures, food, dishes, tap or draught systems, all beer and wine and all books, records, ledgers, files, documents, correspondence, customer lists, sales and advertising materials, architectural plans, drawings and specifications, studies, reports and other printed and written materials relating to the Business (and that do not relate to the Excluded Assets).

Seller reconfirms, as of the date hereof, those representations and warranties with respect to the Acquired Assets that are set forth in the Agreement. Seller covenants to and agrees with Buyer, its successors and assigns, to defend Buyer's title to the Acquired Assets against all other persons.

Seller hereby appoints Buyer the true and lawful attorney of Seller, with full power of substitution, in the name of Seller or otherwise, and on behalf and for the benefit of Buyer:

(a) to demand and receive from time to time any and all of the Acquired Assets;

(b) to give receipts, releases and acquittances for or in respect of the same or any part thereof;

(c) to collect, for the account of Buyer, all Receivables and other similar items included among the Acquired Assets and to endorse with the name "Papa Gino's of America, Inc." or reasonable variations of that name any checks received on account of any such Receivables or other similar items; and

(d) to institute and prosecute in the name of Seller or otherwise any and all proceedings which Buyer may deem proper to collect, assert or enforce any claim, right, title, debt or account included among the Acquired Assets.

Seller declares that the foregoing powers are coupled with an interest and will not be revocable by it in any manner or for any reason. Seller will transfer and deliver to Buyer any cash or other property that Seller may receive in respect of any claims, contracts, rights, leases, commitments, sales orders, purchase orders, Receivables or any other items of Seller included among the Acquired Assets.

To the extent that the assignment of rights, interests and claims under any of the Assigned Contracts intended to be included among the Acquired Assets requires any consent of another person that has not been obtained as of the date hereof, this General Assignment and Bill of Sale will not constitute an assignment thereof or in any way affect the rights of Seller thereunder until such consent has been obtained. Seller will use its reasonable commercial efforts to obtain any consent so required. If such consent cannot be obtained, Seller will cooperate with Buyer in effecting any reasonable arrangement designed to provide to Buyer the benefits of all such rights, interests and claims.

Seller agrees that it will execute and deliver, without any additional consideration, any further instruments of transfer which are reasonably deemed necessary or advisable by Buyer fully to vest in Buyer all right, title and interest of Seller in and to the Acquired Assets. With respect to those Acquired Assets which are not conveyed hereby because the required consent of another person has not yet been obtained, Seller agrees that once appropriate consents are obtained it will execute and deliver any further instruments of transfer that Buyer reasonably may deem necessary or advisable fully to vest in Buyer all right, title and interest of Seller in and to such Acquired Assets.

Nothing in this General Assignment and Bill of Sale will be construed as limiting in any manner the representations, warranties, covenants or agreements of Seller and Buyer that are set forth in the Agreement or in any other agreement or instrument contemplated thereby, and the provisions hereof are in addition to, and not in lieu of, any such representations, warranties, covenants or agreements. If any provision set forth in this General Assignment and Bill of Sale conflicts with any provision set forth in the Agreement, the provision of the Agreement will control. If any provision set forth in this General Assignment and Bill of Sale conflicts with any provision set forth in any other agreement or instrument that by its terms is applicable to the assignment or transfer of a specific item or items included in the Acquired Assets, the provision of such other agreement or instrument will control.

IN WITNESS WHEREOF, the undersigned has executed this General Assignment and Bill of Sale effective as of the ___ day of _____, 1992.

PAPA GINO'S OF AMERICA, INC.

By: [Signature]
Name: Michael A. Valerio
Title: President

Commonwealth of Massachusetts }
County of Norfolk }

On this 26th day of February 1992, before me personally appeared Michael A. Valerio, to me personally known, who being by me duly sworn (or affirmed), did say that he is the Vice President of Papa Gino's of America, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Michael A. Valerio acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.
My commission expires 7/13/95.

[Signature]
NOTARY PUBLIC

[SEAL]

IN WITNESS WHEREOF, the undersigned has executed this General Assignment and Bill of Sale effective as of the 28th day of February, 1992.

PAPA GINO'S OF AMERICA, INC.

By: [Signature]
Name: NICK MAMMOLA
Title: CFO

Commonwealth of Massachusetts }
County of Suffolk }

F. Mammola On this 28 day of February, 1992, before me personally appeared Dominic to me personally known, who being by me duly sworn (or affirmed), did say that he is the Vice President of Papa Gino's of America, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

My commission expires 10/14/94.

[Signature]
NOTARY PUBLIC
10/14/94

{ SEAL }

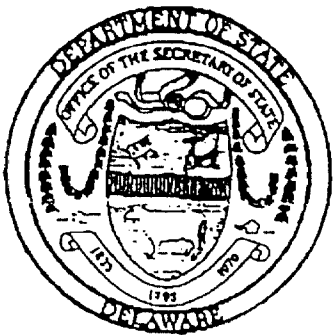
State of Delaware



Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "PAPA GINO'S ACQUISITION CORP.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS CORPORATE TITLE TO "PAPA GINO'S, INC.", ON THE TWENTY-SECOND DAY OF JULY, A.D. 1992, AT 11:30 O'CLOCK A.M.

* * * * *



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A handwritten signature in cursive script, appearing to read "Michael Ratchford".

Michael Ratchford, Secretary of State

AUTHENTICATION: *3544899

DATE: 08/04/1992

TRADEMARK
REEL: 002389 FRAME: 0519

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
PAPA GINO'S ACQUISITION CORP.

Papa Gino's Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The Board of Directors of the Corporation duly adopted a resolution by unanimous written consent in lieu of a meeting setting forth the proposed amendment to the Certificate of Incorporation of the Corporation, declaring the advisability of the amendment and directing that the amendment be submitted to the sole shareholder of the Corporation for approval in accordance with the provisions of the Delaware General Corporation Law, as amended, and the Certificate of Incorporation and Bylaws of the Corporation. Their resolution is as follows:

RESOLVED, that Article I of the Certificate of Incorporation of the Corporation is amended to read in its entirety as follows:

"ARTICLE I

Name

The name of the corporation is Papa Gino's, Inc."

2. The sole shareholder of the Corporation approved and adopted the foregoing amendment by written consent in lieu of a meeting.

3. The foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of Delaware, as amended.

4. The capital of the Corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by Dominic F. Mammola, its Vice President and attested by Dominic F. Mammola its _____ Secretary, this 20th day of June, 1992.

PAPA GINO'S ACQUISITION CORP.

By: Dominic F. Mammola
Dominic F. Mammola
Vice President

ATTEST:

Dominic F. Mammola
Secretary



The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

July 16, 1999

To Whom It May Concern:

I certify that according to the records of this office.

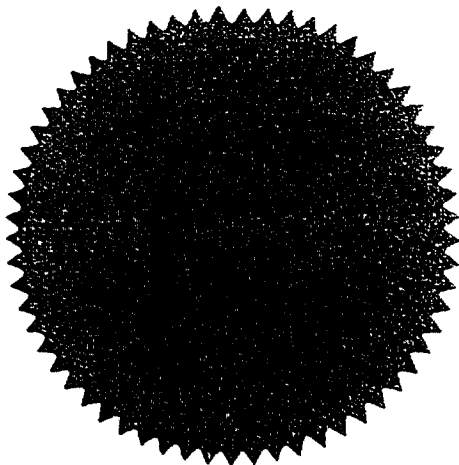
PAPA GINO'S ACQUISITION CORP.

a corporation organized under the laws of Delaware
on September 11, 1991 qualified to do business in the Commonwealth of
Massachusetts on December 24, 1991 pursuant to General Laws
Chapter 181, § 4.

I further certify that on January 5, 1993 an Amended Foreign
Corporation Certificate was filed reflecting the change of name of said corporation to

PAPA GINO'S, INC.

I also certify that said corporation is still qualified to do business in the Commonwealth.



nm

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

TRADEMARK

REEL: 002389 FRAME: 0522



William Francis Galvin
Secretary of the Commonwealth

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1 *Country:* United States of America

This public document...

2 *has been signed by* William Francis Galvin

3 *acting in the capacity of* Secretary of the Commonwealth

4 *in the state of Massachusetts, whose commission expires on*
2003

CERTIFIED

5 *at Boston, Massachusetts*

6 *on* July 16, 1999

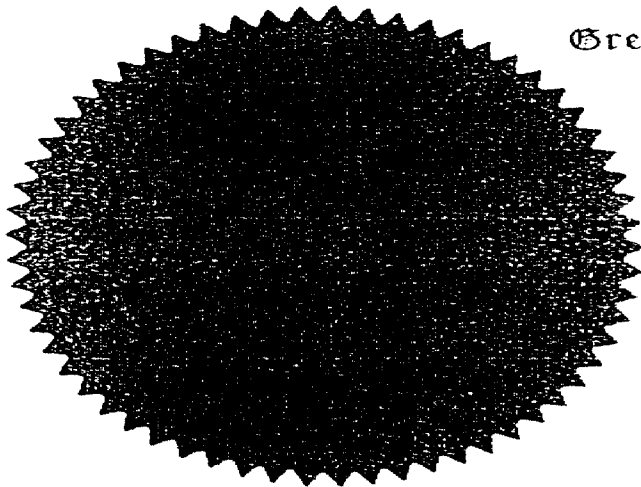
7 *by the Secretary of the Commonwealth*

8

9 *signed under the*

Great Seal of the Commonwealth

10 *Signature*



William Francis Galvin
William Francis Galvin
Secretary of the Commonwealth

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