



SET

11-13-01

101905356

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

1. Name of conveying party(ies):
White Castle System, Inc.
555 West Goodale Street
Individual (s) Association (banking)
General Partnership Limited Partnership
X Corporation - State of Delaware
Other

2. Name and Address of receiving party(ies):
Name: White Castle Management Co.
Street Address: 555 West Goodale Street
City Columbus State OH Zip 43215
Individual (s) citizenship
Association
General Partnership
Limited Partnership
X Corporation - State Delaware
Other

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
Yes No N/A

(Designation must be a separate document from Assignment)

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

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

Execution Date: October 1, 2000

4. Application number(s) or trademark number(s)

A. Trademark Application No.(s)
See attached Exhibit A

B. Trademark Registration No.(s)
See attached Exhibit A

Additional numbers attached? X Yes No

75655334

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

Name: Karen K. Hammond, Esq.
Internal Address: Porter, Wright, Morris & Arthur
Street Address: 41 South High Street
City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved: 54

7. Total fee (37 CFR 3.41): \$ 1365.00
Enclosed
X Authorized to be charged to deposit account

8. Deposit account number: 16-2326
(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 documents.

Karen K. Hammond
Name of Person Signing

[Signature]
Signature

November 12, 2001
Date

Total number of pages comprising cover sheet: 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, VA 22202-3513

EXHIBIT A

A. Trademark Application Nos.

75/655,334
75/892,824
76/032,267

B. Trademark Registration Nos.

501,821
535,144
807,049
962,253
1,111,200
1,166,164
1,303,293
1,308,422
1,364,773
1,459,433
1,492,674
1,492,723
1,517,649
1,519,378
1,519,382
1,521,360
1,529,899
1,588,265
1,588,266
1,588,268
1,588,269
1,627,412
1,645,416
1,747,198
1,750,223
1,782,413
1,788,330
1,788,331
1,790,595
1,791,754

1,808,813
1,835,852
1,859,029
1,861,520
1,882,382
1,891,273
1,916,972
1,944,615
2,006,694
2,012,093
2,046,513
2,062,268
2,082,652
2,105,125
2,170,600
2,295,436
2,350,842
2,357,607
2,403,823
2,415,826
2,449,169

**CONTRIBUTION AGREEMENT AND
INTELLECTUAL PROPERTY ASSIGNMENT**

(WCS and WCM)

WHEREAS, White Castle System, Inc. a corporation organized under the laws of the State of Delaware (“Assignor” or “WCS”) is the owner of all right, title and interest in and to, or is the licensee of, the intellectual property listed on Exhibit A (the “Intellectual Property”), which Exhibit A is made a part hereof and incorporated herein by reference; and

WHEREAS, WCS is the owner of a corporate office building located at 555 West Goodale Street, Columbus, Ohio 43216, and furniture, office equipment (excluding the PSB division) and certain cash and receivables listed on the balance sheet attached as Exhibit B (the “Home Office Assets”); and

WHEREAS, White Castle Management Co., a corporation organized under the laws of the State of Delaware, with offices at 555 W. Goodale, Columbus, Ohio 43215 (“Assignee” or “WCM”) and a wholly owned subsidiary of Assignor is desirous of acquiring the Home Office Assets and Intellectual Property together with the goodwill associated therewith; and

WHEREAS, Assignor is desirous of transferring and assigning its Home Office Assets and Intellectual Property to Assignee in furtherance of a corporate realignment involving Assignor and Assignee; and


NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey and transfer unto the said Assignee, effective as of 12:02 a.m. on October 1, 2000, all of its right, title and interest in and to the Home Office Assets and Intellectual Property together with the goodwill associated therewith.

Assignor further assigns unto Assignee all right to sue for and to receive all damages accruing from past infringement of the Intellectual Property.

Assignor undertakes that upon the request of Assignee or its designees, Assignor and/or its successor(s) in business, shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving the Intellectual Property and do all other lawful acts necessary to carry out the intent of this Assignment as well as to provide such other material, information and assistance to Assignee or its designees, as will be considered necessary in connection therewith.

IN WITNESS WHEREOF, the undersigned has caused this Contribution Agreement and Intellectual Property Assignment to be duly executed effective as of 12:02 a.m. on October 1, 2000.

WHITE CASTLE SYSTEM, INC.

By: 
Name: G. Roger Post
Title: Secretary

WHITE CASTLE MANAGEMENT CO.

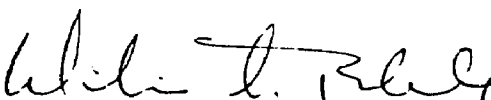
By: 
Name: WILLIAM A. BLAKE
Title: VICE PRESIDENT & CFO

EXHIBIT A

TO

CONTRIBUTION AGREEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT

The Intellectual Property consists of the following intellectual property owned, used or registered by White Castle System, Inc.:

- (a) all domestic and foreign "Confidential Information", "Protected Marks" and patents. Confidential Information means confidential information including, but not limited to, the formulas, recipes, preparation, sales, and serving of the White Castle Hamburger, including, but not limited to, marketing proposals, marketing techniques, site studies, training of employees, and the design, construction, and operation of restaurants, restaurant equipment, a bakery line, and a meat line, and documents relating thereto. Some of the Confidential Information is compiled in the manual which Assignor has delivered, or will deliver, to WCM. Protected Marks means any trade name, trademark, service or other proprietary mark, design, logo, slogan, or device, whether or not registered or copyrighted, now owned by Assignor. The Protected marks are listed in a manual which Assignor has delivered, or will deliver, to WCM. The patents are listed in a manual which Assignor has delivered, or will deliver, to WCM.

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EXHIBIT B
TO
CONTRIBUTION AGREEMENT AND INTELLECTUAL
PROPERTY ASSIGNMENT
HOME OFFICE ASSETS

REDACTED DUE TO CONFIDENTIALITY

EXHIBIT A

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75/892,824
76/032,267

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