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TRADEMARKS ONLY

COVER SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Milo's Restaurant Services, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Milo's Franchise Company, Inc.

Internal

Address: _____

Street Address: 4100 Ridge Park, 1130 South

City: Birmingham State: AL Zip: 35205

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Alabama
- 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: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1178661

Additional number(s) attached Yes No

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

Name: Suzanne Ashe

Internal Address: Balch & Bingham LLP

P.O. Box 306

Birmingham, Alabama 35201

Street Address: 1901 Sixth Avenue North

Suite 2600

City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Suzanne Ashe

Name of Person Signing

[Signature]

Signature

1/10/02

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 002448 FRAME: 0521

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights ("Assignment") is made and entered into as of January 2, 2002 (the "Effective Date") by and between Milo's Restaurant Services, Inc., a corporation organized and existing under the laws of the state of Alabama ("Assignor") and Milo's Franchise Company, Inc., a corporation organized and existing under the laws of the State of Alabama ("Assignee").

WHEREAS, the parties have entered into a Purchase and Sale Agreement (the "Purchase Agreement") of even date herewith pursuant to which Assignor sells to Assignee certain Transferred Assets relating to the Franchise Business (as those terms are defined in the Purchase Agreement); and

WHEREAS, included within the Transferred Assets is certain Intellectual Property (as that term is defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to convey the Intellectual Property to the Assignee to the extent of its rights therein; and

WHEREAS, Assignor desires to assign all of Assignor's rights in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing premises, the respective acts and promises of the parties set forth below, the performances contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the Intellectual Property, including, without limitation, all right, title and interest in, to, and under the intellectual property listed on Exhibit A hereto. Assignor further covenants to cooperate, at the expense of Assignee, with any efforts by Assignee to secure and perfect its rights under this Assignment, including, without limitation, the preparation and filing of registration documents.

2. Cooperation. Assignor hereby agrees that it will, at Assignee's expense, cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be reasonably necessary or desirable for transferring to Assignor all right, title and interest in and to the Intellectual Property.

3. Entire Agreement. This Assignment and the Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect

to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

4. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be executed and delivered as an original and all of which together shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be construed and interpreted according to the laws of the State of Alabama. Any action brought by Assignee for the enforcement, or to seek redress for the breach, of this Assignment may be brought in the courts located in Alabama. Assignor consents to the jurisdiction of such courts for such actions. This consent is not a waiver of any rights of Assignor to remove any action to federal court as allowed by law.

* * *

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

MILO'S RESTAURANT SERVICES, INC.

MILO'S FRANCHISE COMPANY, INC.

By: *Ronald D. Carter*
Name: *Ronald D. Carter*
Title: *President*

By: *Dean E. Chitwood*
Name: *Dean E. Chitwood*
Title: *President*

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, *Stephanie B. Cruce*, a Notary Public in and for said County in said State, hereby certify that *Ronald D. Carter* whose name as *President* of Milo's Restaurant Services, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the *2nd* day of January, 2002.

[Seal]

Stephanie B. Cruce
Notary Public

My commission expires: *3/15/04*

Exhibit A
Intellectual Property Rights

Service Mark - Milo's, U.S. PTO Registration #1, 178,661, dated November 17, 1981

Milo's Restaurant Services Confidential Operations Manual in which Milo's Restaurant Services claims a common law copyright.

Formula for Milo's Sauce

Formula for Milo's Holding Gravy

The phrase "Quality Food Since 1946"