

05-13-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼



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

102084342 ▼

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

20-6-5

1. Name of conveying party(ies):
Phoenix Restaurant Group, Inc., a
Georgia corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

2. Name and address of receiving party(ies)
Name: Restaurants Acquisition I, LLC
Internal
Address: _____
Street Address: 450 South Orange Avenue
City: Orlando State: FL Zip: 32801

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

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company

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

Execution Date: April 30, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
BLACK-EYED PEA 1,486,543

Additional number(s) attached Yes No (Serial No.: 73679377)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lowndes, Drosdick, Doster, et al
Attention: Daniel F. McIntosh, Esq.
Internal Address: _____
P.O. Box 2809
Orlando, FL 32802
Street Address: 450 South Orange Avenue
Suite 800
City: Orlando State: FL Zip: 32801

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:
N/A

DO NOT USE THIS SPACE

9. Signature. See attached for additional signatures.
**PHOENIX RESTAURANT GROUP, INC., a
Georgia corporation**

By: W. Craig Barber Signature April 30, 2002 Date
Name of Person Signing W. Craig Barber
Title: Authorized Signatory

Total number of pages including cover sheet, attachments, and document: 14

05/13/2002 00:00

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
125.00 DP

TRADEMARK
REEL: 002465 FRAME: 0124

ADDENDUM TO COVER SHEET

Continuation of Item 1. Name of conveying parties:

Black-eyed Pea U.S.A., Inc., a Texas corporation

Continuation of Item 4B. Trademark Registration Nos.:

DIXIE HOUSE: 1,262,064 (Serial No.: 73400181)

HOME COOKING WORTH GOING OUT FOR: 1,685,693 (Serial No.: 74158093)

BLACK-EYED PEA MARKET GRILL: 1,991,990 (Serial No.: 74581312)

THE BLACK-EYED PEA: 75/501,847

AMARILLO JACK: 76/020,335

Continuation of Signatures of conveying parties:

BLACK-EYED PEA U.S.A., INC., a Texas corporation

By: W Craig Barber

Name: N. Craig Barber

Title: Authorized Signatory

Date: April 30, 2002

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, as of this 30 day of April, 2002, **PHOENIX RESTAURANT GROUP, INC.**, a Georgia corporation, **PHOENIX FOODS, INC.**, a Florida corporation, **DENAM, INC.**, a Delaware corporation, **PRUFROCK RESTAURANTS OF KANSAS, INC.**, a Kansas corporation, **BLACK-EYED PEA U.S.A., INC.**, a Texas corporation, and **TEXAS BEP, L.P.**, a Texas limited partnership, all of which are located at 1210 Briarville Road, Madison, Tennessee 37115 (hereinafter collectively referred to as "Grantors"), for and in consideration of the sum of TEN AND NO/DOLLARS (\$10.00) and other valuable consideration paid by **RESTAURANTS ACQUISITION I, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"), the sufficiency and receipt of which is hereby acknowledged, have granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer and deliver unto Grantee, its successors and assigns, all of their rights, title and interest in and to all assets listed on Exhibit "A" attached hereto (hereinafter referred to as "Assets"), pursuant to that certain Agreed Order (i) Authorizing and Approving the Sale of Assets Outside the Ordinary Course of Business, Free and Clear of Liens and Other Claims; (ii) Authorizing the Assumption and Assignment of Certain Nonresidential Real Property Leases and Executory Contracts Pursuant to Such Sale; (iii) Authorizing and Approving the Settlement of Controversy with CNL APF Partners, LP and Affiliates; (iv) Rejecting Certain Executory Contracts and Unexpired Nonresidential Real Property Leases; and (v) Granting Certain Related Relief entered March 22, 2002 (hereinafter referred to as the "Order"); PROVIDED, HOWEVER, THAT GRANTORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER WITH RESPECT TO THE ASSETS. THE ASSETS ARE CONVEYED TO GRANTEE ON AN "AS IS, WHERE IS AND WITH ALL FAULTS" BASIS, AND GRANTORS SPECIFICALLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

TO HAVE AND TO HOLD said Assets unto said Grantee, for itself and its successors and assigns forever.

The terms of the entire transaction between the parties are set forth in the Asset Sale and Settlement Agreement, as it may be amended (hereinafter referred to as the "Agreement"), dated as of March 1, 2002, as approved by the Order.

Grantors, their successors and assigns, covenant to Grantee, its successors and assigns, to use their best efforts to execute and deliver to Grantee or its nominee any further documentation that Grantee or its nominee may subsequently require to reduce any of the same to possession or to pass title to any of the same or to evidence any undertakings hereunder by Grantors.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered by Grantors on the date stated above.

Signed, ~~sealed~~ and delivered in the presence of the following witnesses:

GRANTORS:

PHOENIX RESTAURANT GROUP, INC.,
a Georgia corporation

Cathy Driskel
CATHY DRISKEL

Printed Name

[Signature]
David J. White

Printed Name

By: W. Craig Barber
Printed Name: W. Craig Barber
Title: President

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of April, 2002, by W. Craig Barber, as President of **PHOENIX RESTAURANT GROUP, INC.**, a Georgia corporation, on behalf of the corporation. He (She) is personally known to me or has produced driver's license as identification.

(NOTARY SEAL)

Virginia S. Williams
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: _____
My Commission Expires: _____



Virginia S. Williams
MY COMMISSION # DD047529 EXPIRES
December 2, 2005
BONDED THRU TROY FAIN INSURANCE, INC

Signed, ~~sealed~~ and delivered in the presence of the following witnesses:

PHOENIX FOODS, INC., a Florida corporation

Cathy Driskel
CATHY DRISKEL

Printed Name

By: W. Craig Barber
Printed Name: W. Craig Barber
Title: President

David J. White
David J. White

Printed Name

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of April, 2002, by W. Craig Barber, as President of **PHOENIX FOODS, INC.**, a Florida corporation, on behalf of the corporation. He (She) is personally known to me or has produced driver's license as identification.

(NOTARY SEAL)

Virginia S. Williams
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: _____
My Commission Expires: _____



Virginia S. Williams
MY COMMISSION # DD047529 EXPIRES
December 2, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Signed, ~~sealed~~ and delivered in the presence of the following witnesses:

DENAM, INC., a Delaware corporation

Cathy Driskel
CATHY DRISKEL
Printed Name

By: W Craig Barber
Printed Name: W Craig Barber
Title: President

DJ White
David J. White
Printed Name

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of April, 2002, by W. Craig Barber, as President of DENAM, INC., a Delaware corporation, on behalf of the corporation. He (She) is personally known to me or has produced driver's license as identification.

(NOTARY SEAL)

Virginia S. Williams
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: _____
My Commission Expires: _____



Virginia S. Williams
MY COMMISSION # DD047529 EXPIRES
December 2, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Signed, ~~sealed~~ and delivered in the presence of the following witnesses:

PRUFROCK RESTAURANTS OF KANSAS, INC., a Kansas corporation

Cathy Driskel
CATHY DRISKEL

Printed Name

David J. White
David J. White

Printed Name

By: W. Craig Barber
Printed Name: W. Craig Barber
Title: President

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of April, 2002, by W. Craig Barber, as President of **PRUFROCK RESTAURANTS OF KANSAS, INC.**, a Kansas corporation, on behalf of the corporation. He (She) is personally known to me or has produced driver's license as identification.

(NOTARY SEAL)

Virginia S. Williams
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: _____
My Commission Expires: _____



Virginia S. Williams
MY COMMISSION # DD047529 EXPIRES
December 2, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Signed, ~~sealed~~ and delivered in the presence of the following witnesses:

BLACK-EYED PEA U.S.A., INC., a Texas corporation

Cathy Driskel
CATHY DRISKEL

Printed Name

DJ White
David J. White

Printed Name

By: W Craig Barber
Printed Name: W. Craig Barber
Title: Authorized Signatory

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of April, 2002, by W. Craig Barber, as Authorized Signatory of **BLACK-EYED PEA U.S.A., INC.**, a Texas corporation, on behalf of the corporation. He (She) is personally known to me or has produced drivers license as identification.

(NOTARY SEAL)

Virginia S. Williams
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: _____
My Commission Expires: _____



Virginia S. Williams
MY COMMISSION # DD047529 EXPIRES
December 2, 2005
BONDED THRU TROY FARM INSURANCE, INC.

Signed, ~~sealed~~ and delivered in the presence of the following witnesses:

TEXAS BEP, L.P., a Texas limited partnership

BY: Black-eyed Pea U.S.A., Inc., General Partner

Cathy Driskel

CATHY DRISKEL

Printed Name

DJ White

David J. White

Printed Name

By: W. Craig Barber
Printed Name: W. Craig Barber
Title: Authorized Signatory

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of April, 2002, by W. Craig Barber, as Authorized Signatory of Black-eyed Pea U.S.A., Inc., General Partner on behalf of **TEXAS BEP, L.P.**, a Texas limited partnership. He (She) is personally known to me or has produced driver's license as identification.

(NOTARY SEAL)

Virginia S. Williams
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: _____
My Commission Expires: _____



Virginia S. Williams
MY COMMISSION # DD047529 EXPIRES
December 2, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

Black-eyed Pea Restaurants

<u>Store No.</u>	<u>Store Address</u>	<u>City</u>	<u>State</u>
2001	3857 Cedar Springs Road	Dallas	TX
2002	5601 Greenville Avenue	Dallas	TX
2004	6400 Gaston Avenue	Dallas	TX
2005	6357 Camp Bowie Boulevard, #200	Ft. Worth	TX
2007	2048 West Gray Street	Houston	TX
2009	3800 Spencer Highway	Pasadena	TX
2011	605 West 15 th Street	Plano	TX
2013	2675 Wilcrest Drive	Houston	TX
2015	4211 Bellaire Boulevard	Houston	TX
2016	1031 NW Highway	Garland	TX
2017	10903 Jones Road	Houston	TX
2018	160 West Bay Area Boulevard	Webster	TX
2019	1400 North Collins Street	Arlington	TX
2023	7778 Forest Lane	Dallas	TX
2024	9041 Research Boulevard	Austin	TX
2026	1400 Loop 336 West	Conroe	TX
2027	9710 FM 1960 Bypass Road, West	Humble	TX
2028	3435 Beltline Road	Garland	TX
2030	3601 Beltline Road	Irving	TX
2031	3434 FM 1092 Road	Missouri City	TX
2032	6455 Phelan Boulevard	Beaumont	TX
2034	900 Airport Freeway	Hurst	TX
2035	7959 Fredericksburg Road #103	San Antonio	TX
2041	1905 Preston Park Road	Plano	TX
2042	3808 South Cooper Street	Arlington	TX
2043	3825 Pavillion Court	Mesquite	TX
2044	6001 SW Loop 820	Ft. Worth	TX
2045	13516 I-10 East	Houston	TX
2046	699 South Stemmons Freeway	Lewisville	TX
2047	2420 South I-35 East	Denton	TX
2049	10999 NW Freeway	Houston	TX
2055	3909 B.S. Lamar Boulevard	Austin	TX

<u>Store No.</u>	<u>Store Address</u>	<u>City</u>	<u>State</u>
2059	2005 FM 1960 West	Houston	TX
2062	5923 Westheimer Road	Houston	TX
2064	7979 Beltline Road	Dallas	TX
2066	201 East University Drive	College Station	TX
2067	4801 South Padre Island Drive	Corpus Christi	TX
2089	410 South Mason Road	Katy	TX
2101	606 East Expressway 83	McAllen	TX
2109	11311 Fuqua Street	Houston	TX
2117	1330 Lake Woodlands Drive	The Woodlands	TX
2124	1502 Corsicana Highway	Hillsboro	TX
2143	6651 Fossil Bluff Drive	Ft. Worth	TX
2150	2861 Ridge Road, Suite 101	Rockwall	TX
2152	164 East Main Street	Hendersonville	TN
Warehouse	11510 Grissom Lane	Dallas	TX

1. The Real Estate Leases and all rights pertaining and appurtenant thereto for those Black-eyed Pea restaurants and warehouse referenced immediately above (herein collectively referred to as the "Stores"). The term "Real Estate Leases" shall mean the real estate leases (including but not limited to any amendments, modifications and estoppels) pertaining to the Stores; together with all security deposits made under the Real Estate Leases that remain after use by Grantors of such security deposits to pay amounts owed pursuant to the Order;

2. All machinery, equipment, fixtures, improvements, furniture and all other property, real, personal or mixed, used by Grantors at or located at the Stores, and all machinery, equipment, fixtures, improvements, furniture and all other tangible personal property located at Grantors' corporate headquarters (except that any such machinery, equipment, fixtures, improvements, furniture and other tangible personal property located at Grantors' corporate headquarters and used in connection with both the Assets and the Denny's Restaurants (as defined in the Agreement) shall be continued to be used jointly, until the later of (1) the sale, closing or other disposition of the Denny's Restaurants, or (2) the Expiration Date (as defined in the Agreement), at which time all such jointly used assets shall become the sole property of Grantee);

3. All usable inventories of food, beverages, paper/plastic, cleaning supplies and office supplies at the Stores; provided, however, that the assignment of alcoholic beverages shall be effective only at such time as Grantee has obtained the necessary permits to sell such beverages and shall be subject to the requirements and limitations of applicable law;

4. All signs, smallwares, plateware and silverware;

5. All permits, licenses, liquor licenses, authorizations, registrations, consents and approvals relating to any Assets, whether governmental or otherwise, related to the Stores, to the extent they are assignable or transferable under the Bankruptcy Code (as defined in the Agreement) or other applicable law;

6. All telephone numbers for the Stores;

7. All material patents of any description and pending applications therefor, all material registrations of trademarks and of other marks, all material registrations of trade names, labels or other trade rights, all material registered user entries, all material copyright registrations and pending applications therefor, all other material copyrights, trademarks and other marks, trade names and other trade rights and licenses therefor, all other material inventions and designs, whether or not patentable, and all material computer software, including, without limitation, all computer programs, data bases and documentation (herein collectively referred to as the "Intellectual Property"), all to the extent that the foregoing items are utilized in the operation of the Stores (and excluding any Intellectual Property that is used only in connection with the Denny's Restaurants and not in connection with the operation of the Stores) to the extent they are assignable or transferable under the Bankruptcy Code or other applicable law (provided, however, that any computer software assigned or transferred to Grantee shall not provide Grantee with the right to use such computer software on an exclusive basis), and except that Grantors may continue to use jointly with Grantee all material inventions and designs, whether or not patentable, and all material computer software, including, without limitation, all computer programs, data bases and documentation which are currently used jointly in connection with both the Stores and the Denny's Restaurants, until the later of (1) the sale, closing or other disposition of the Denny's Restaurants, or (2) the Expiration Date, at which time all such jointly used assets shall be come the sole property of Grantee. The following federal and state trademarks and/or service marks are hereby assigned:

Federal Trademarks and/or Service Marks

<u>Mark</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>
BLACK-EYED PEA	1,486,543	April 26, 1988
DIXIE HOUSE	1,262,064	December 20, 1983
HOME COOKING WORTH GOING OUT FOR	1,685,693	May 5, 1992
BLACK-EYED PEA MARKET GRILL	1,991,990	August 6, 1996

Federal Trademarks and/or Service Marks (Cont.)

<u>Mark</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>
THE BLACK-EYED PEA	75/501,847	June 15, 1998
AMARILLO JACK	76/020,335	April 7, 2000

State Trademarks and/or Service Marks

<u>Mark</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>
THE BLACK-EYED PEA	TEXAS-33669	March 11, 1977
BLACK-EYED PEA	INDIANA- 50102495	July 18, 1994
THE BLACK-EYED PEA	ALABAMA- 106-099	May 31, 1994
THE BLACK-EYED PEA	N. CAROLINA- 10498	April 7, 1993
THE BLACK-EYED PEA	GEORGIA-10293	August 16, 1990
BLACK-EYED PEA	NEW MEXICO- TK94060706	June 7, 1994
BLACK EYED PEA	MARYLAND- 88-S2256	November 16, 1988
THE BLACK-EYED PEA	COLORADO- 19851027760	January 24, 1985

8. Subject to Grantors' ability to do so pursuant to orders or requirements of the Bankruptcy Court (as defined in the Agreement), all books and records of Grantors relating to the Assets, including (i) the books and records maintained at the Stores and (ii) any personnel records relating to employees of Grantors at the Stores, other than Grantors' corporate minute books and stock books and records, any gratuitous or subjective information contained in

personnel records, and any other information contained in personnel records that Grantors may not disclose to Grantee under applicable law;

9. All computer hardware used in the operation of the Stores, except computer hardware used only in connection with the Denny's Restaurants, and except that any computer hardware used in connection with both the operation of the Stores and the Denny's Restaurants shall be continued to be used jointly, until the later of (1) the sale, closing or other disposition of the Denny's Restaurants, or (2) the Expiration Date, at which time all of the jointly used computer hardware shall become the sole property of Grantee;

10. Franchise and license agreements (including, without limitation, the license related to certain Black-eyed Pea restaurants located in Colorado) and rights related to the operation of the Stores;

11. All utility deposits for the Stores; and

12. Cash on hand at the Stores, which shall not be more than \$500.00 per restaurant.