

05-28-2002

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



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

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

1. Name of conveying party(ies): 5-9-02 The Peasant Restaurants, LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: MJK Restaurants, Inc. Internal Address: Street Address: 555 Peachtree St., NE City: Atlanta State: Georgia Zip: 30308
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Georgia 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: 11/6/2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 73/225,621 B. Trademark Registration No.(s) 1,152,019
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Allen Bradley, Esq. Internal Address: Street Address: Five Piedmont Center, Ste. 750 City: Atlanta State: GA Zip: 30305

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. Allen Bradley, Esq. Signature Date May 8, 2002

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

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

TRADEMARK REEL: 002513 FRAME: 0769

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made as of November 6, 2000, by The Peasant Restaurants, LLC, a Delaware limited liability company, f/k/a The Peasant Restaurants, Inc., located at 489 Peachtree St. NE, Atlanta, GA 30308 ("Assignor") and MJK Restaurants, Inc., a Georgia corporation ("Assignee").

BACKGROUND

WHEREAS, Assignor has registered certain trademarks with the United States Patent and Trademark Office for use in connection with restaurant services, as more particularly described on Schedule A annexed hereto as part hereof (the "Registered Marks");

WHEREAS, Assignor has acquired a common law right, title and interest in certain marks for use in connection with restaurant services, including but not limited to the marks more particularly described on Schedule B annexed hereto as part hereof (the "Common Law Marks") (Registered Marks and Common Law Marks shall be collectively referred to as "Marks");

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in the Marks;

NOW THEREFORE, in consideration of the sum of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, the Assignor, by these presents does sell, assign, transfer and convey unto the Assignee the full and exclusive right to the Marks in the Unites States, together with the goodwill of the business symbolized or associated with the Marks for its sole use and behoof; and for the use and behoof of its legal representatives, to the full duration of said Marks, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

Assignee acknowledges that it is acquiring the Marks in their "as is" condition. Assignor makes no representation or warranty as to the validity, priority, or availability of the Marks or as to Assignor's or Assignee's exclusive right to use the Marks and expressly disclaims all warranties with respect to the Marks, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose. Further, Assignor makes no representation or warranty as to whether the Marks infringe or otherwise violate the rights of any third party or as to whether any third party may interfere with the Assignee's use or enjoyment of the Marks.

Assignee shall grant Assignor a royalty free perpetual license to use the mark "Peasant Restaurants" as part of its corporate name, provided that Assignor does not expand its restaurant locations and none of Assignor's restaurants bear the mark "Peasants" or any similar mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 6th day of November, 2000.

THE PEASANT RESTAURANTS, LLC

By: 


Name: Gregory M. Buckley

Title: Chief Executive Officer

STATE OF Georgia)
COUNTY OF Cobb)

Before me, Metz Rogers, Jr, a Notary Public of said County and State, personally appeared Gregory M. Buckley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Chief Executive Officer of THE PEASANT RESTAURANTS, LLC, the within named bargainer, a corporation, and that he/she as such Chief Executive Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Chief Executive Officer

Witness my hand and seal, at Office, this 10 day of November, 2000.



Notary Public

My Commission Expires: _____

METZ ROGERS, JR.
Notary Public Cobb County, Georgia
My Commission Expires July 10, 2004

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

<u>PTO Serial Number</u>	<u>PTO Registration Number</u>	<u>Filing Date</u>	<u>Trademark</u>	<u>Owner</u>
73/225,621	1,152,019	07/31/79	THE PLEASANT PEASANT	The Peasant Restaurants, Inc.

SCHEDULE B TO ASSIGNMENT OF TRADEMARKS

1. THE PEASANT RESTAURANT AND BAR
2. THE PLEASANT PEASANT – AN AMERICAN BISTRO
3. PEASANT UPTOWN

416837.2 11/3/00

RECORDED: 05/09/2002

TRADEMARK
REEL: 002513 FRAME: 0773