

10/28/02 RECC  
TR

10-28-2002

Docket No.:



Tab settings

To the Honorable Commissioner of Patents and

102263053

original documents or copy thereof.

1. Name of conveying party(ies):

The Gary's Group, Inc.

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other *Contribution Agreement*
- Merger
- Change of Name

Execution Date: *January 30, 2001*

2. Name and address of receiving party(ies):

Name: *Gary's Operating, Inc.*

Internal Address:

Street Address: *6411 Odessa Avenue*

City: *Van Nuys* State: *CA* ZIP: *91406*

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

*1738832  
1297975  
1269494*

Yes  No

Additional numbers

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

Name: *Mark I. Feldman*

Internal Address: *Piper Rudnick*

Street Address: *203 N. LaSalle St., Ste. 1800*

City: *Chicago* State: *IL* ZIP: *60601-1293*

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ *90.00*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

*18-2284*

10/29/2002 YDIAZI 0000018 1738832

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP  
02 FC:8522 50.00 OP

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.

*Mark I. Feldman*

Name of Person Signing

*Mark I. Feldman*

Signature

*10-22-02*

Date

Mark I. Feldman

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002604 FRAME: 0883

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made as of January 30, 2001, by and among The Gary's Group, Inc., a Delaware corporation ("Parent"), and Gary's Operating, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Gary's Operating").

NOW, THEREFORE,

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration and stock, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Contribution. Upon the terms and subject to the conditions contained herein, on the date hereof, Parent will contribute to Gary's Operating all of the right, title and interest in and to the business, properties, assets and rights of any kind, whether tangible or intangible, real or personal, of Parent or in which Parent has any interest (the "Assets"), in exchange for all of the outstanding shares of common stock of Gary's Operating (the "Contribution"); such Contribution will be evidenced by a Bill of Contribution substantially in the form of Exhibit A attached hereto (the "Bill of Contribution"), and an Assignment of Contract Rights substantially in the form of Exhibit B attached hereto (the "Assignment of Contract Rights"). The time such contribution is made is called the "Contribution Time."

2. Assumption of Liabilities. Upon the terms and subject to the conditions contained herein, in connection with the Contribution, Gary's Operating shall assume all of the liabilities, obligations, liens and encumbrances (the "Liabilities") of Parent.

3. Assumption Document. At the Contribution Time, Gary's Operating shall deliver to Parent an instrument of assumption substantially in the form attached hereto as Exhibit C, evidencing Gary's Operating's assumption, pursuant to Section 3 above, of the Liabilities.

4. Conveyance by Parent. At the Contribution Time, Parent shall execute and deliver to Gary's Operating the Bill of Contribution, the Assignment of Contract Rights and any and all other applicable conveyancing instruments.

5. Entire Agreement; Amendments and Waivers. This Agreement constitutes the complete, final and exclusive statement of the agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No amendment, supplement, modification, rescission or waiver of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided. The parties expressly acknowledge that they have not relied upon any prior agreements, understandings, negotiations and discussions, whether oral or written.


6. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the other parties.

7. Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties shall be determined in accordance with the laws of the State of California, without giving effect to any choice of law provision thereof.

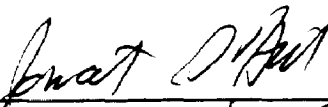
[remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

THE GARY'S GROUP, INC.

By   
Name: Jonathan S. Hill  
Title: Senior Vice President / CFO

GARY'S OPERATING, INC.

By   
Name: Jonathan S. Hill  
Title: Senior Vice President / CFO

## BILL OF CONTRIBUTION

For good and valuable consideration and first-issue common stock of Gary's Operating, Inc., a Delaware corporation ("Gary's Operating"), the receipt and adequacy of which are hereby acknowledged, The Gary's Group, Inc., a Delaware corporation ("Parent"), does hereby contribute, grant, assign, convey and deliver to Gary's Operating, all right, title and interest in and to the Assets as such terms are defined in the Contribution Agreement dated as of January [29], 2001, by and between Parent and Gary's Operating (the "Contribution Agreement"). Parent, for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Gary's Operating, Parent will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Gary's Operating in order to assign, transfer, set over, convey, assure and confirm unto and vest in Gary's Operating, its successors and assigns, title to the Assets sold, conveyed, transferred and delivered by this Bill of Contribution.

This Bill of Contribution is being executed and delivered by Parent pursuant to the terms of the Contribution Agreement. Executed at Van Nuys, California, this [29]th day of January, 2001.

THE GARY'S GROUP, INC.

By

Name:

Jonathan S. Hill

Title:

Senior Vice President/CFO

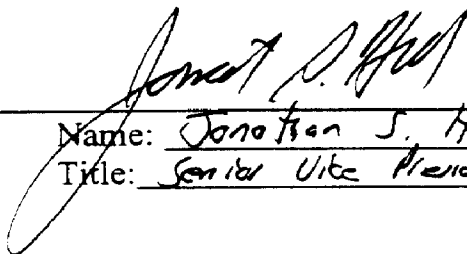
## ASSIGNMENT OF CONTRACT RIGHTS

For good and valuable consideration and first-issue common stock of Gary's Operating, Inc., a Delaware corporation ("Gary's Operating"), the receipt and adequacy of which are hereby acknowledged, The Gary's Group, Inc., a Delaware corporation ("Parent"), does hereby assign to Gary's Operating, all of Parent's right, title and interest in and to all agreements, contracts, notes, loans, evidence of indebtedness, leases, purchase orders, letters of credit, indentures, security or pledge agreements, undertakings, practices, covenants not to compete, employment agreements, severance agreements, licenses, instruments, obligations and commitments which constitute Assets. Capitalized terms used herein without definition have the meanings used in the Contribution Agreement dated as of January [29], 2001, by and between Parent and Gary's Operating.

This Assignment of Contract Rights is being executed and delivered as of January [29], 2001.

THE GARY'S GROUP, INC.

By

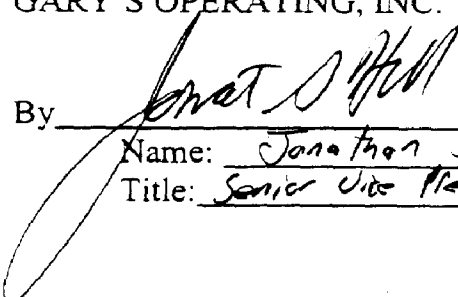
  
Name: Jonathan S. Hill  
Title: Senior Vice President/CFO

## ASSUMPTION OF LIABILITIES

Pursuant to that certain Contribution Agreement dated as of January [29], 2001 (the "Contribution Agreement") by and between The Gary's Group, Inc., a Delaware corporation ("Parent"), and Gary's Operating, Inc., a Delaware corporation ("Gary's Operating"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Gary's Operating hereby does assume the Liabilities (as such term is defined in the Contribution Agreement) of Parent, to the extent provided in, and subject to the terms and conditions of, the Contribution Agreement.

GARY'S OPERATING, INC.

By

  
Name: Jonathan S. Hill

Title: Senior Vice President / CFO

EXHIBIT A

BILL OF CONTRIBUTION

For good and valuable consideration and first-issue common stock of Gary's Operating, Inc., a Delaware corporation ("Gary's Operating"), the receipt and adequacy of which are hereby acknowledged, The Gary's Group, Inc., a Delaware corporation ("Parent"), does hereby contribute, grant, assign, convey and deliver to Gary's Operating, all right, title and interest in and to the Assets as such terms are defined in the Contribution Agreement dated as of January \_\_\_, 2001, by and between Parent and Gary's Operating (the "Contribution Agreement"). Parent, for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Gary's Operating, Parent will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Gary's Operating in order to assign, transfer, set over, convey, assure and confirm unto and vest in Gary's Operating, its successors and assigns, title to the Assets sold, conveyed, transferred and delivered by this Bill of Contribution.

This Bill of Contribution is being executed and delivered by Parent pursuant to the terms of the Contribution Agreement. Executed at Van Nuys, California, this [\_\_\_] day of January, 2001.

THE GARY'S GROUP, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT B

ASSIGNMENT OF CONTRACT RIGHTS

For good and valuable consideration and first-issue common stock of Gary's Operating, Inc., a Delaware corporation ("Gary's Operating"), the receipt and adequacy of which are hereby acknowledged, The Gary's Group, Inc., a Delaware corporation ("Parent"), does hereby assign to Gary's Operating, all of Parent's right, title and interest in and to all agreements, contracts, notes, loans, evidence of indebtedness, leases, purchase orders, letters of credit, indentures, security or pledge agreements, undertakings, practices, covenants not to compete, employment agreements, severance agreements, licenses, instruments, obligations and commitments which constitute Assets. Capitalized terms used herein without definition have the meanings used in the Contribution Agreement dated as of January \_\_, 2001, by and between Parent and Gary's Operating.

This Assignment of Contract Rights is being executed and delivered as of January \_\_, 2001.

THE GARY'S GROUP, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

ASSUMPTION OF LIABILITIES

Pursuant to that certain Contribution Agreement dated as of January \_\_, 2001 (the "Contribution Agreement") by and between The Gary's Group, Inc., a Delaware corporation ("Parent"), and Gary's Operating, Inc., a Delaware corporation ("Gary's Operating"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Gary's Operating hereby does assume the Liabilities (as such term is defined in the Contribution Agreement) of Parent, to the extent provided in, and subject to the terms and conditions of, the Contribution Agreement.

GARY'S OPERATING, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_