

12-31-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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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): Cowboy Chicken Licensing Corporation
12-23-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Cowboy Chicken Enterprises, L.P.
Internal Address:
Street Address: 2101 Midway Road Suite 210
City: Carrollton State: TX Zip: 75006
Individual(s) citizenship
Association
General Partnership
Limited Partnership GP: CCE Management LLC (Texas, USA)
Corporation-State
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

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FINANCE SECTION

OFFICE OF PUBLIC RECORDS

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/13/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N/A
B. Trademark Registration No.(s) 1,620,524
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cowboy Chicken Enterprises, L.P.
Internal Address:
Street Address: 2101 Midway Road, Suite 210
City: Carrollton State: TX Zip: 75006

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:

DO NOT USE THIS SPACE

9. Signature.
Malcolm S. Menter, CEO
Name of Person Signing
Signature
Date 12/13/02
Total number of pages including cover sheet, attachments, and document: 3

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

12/30/2002 DBYRNE 00000209 1620524
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TRADEMARK REEL: 002640 FRAME: 0597

## ASSIGNMENT

This Assignment is made by COWBOY CHICKEN LICENSING CORPORATION, a Texas corporation ("Assignor"), to COWBOY CHICKEN ENTERPRISES, L.P., a Texas limited partnership ("Assignee").

WHEREAS, Assignor is the owner of United States Registration No. 1,620,524 for the mark "Cowboy Chicken and Design" in connection with restaurant and catering services, Int. Class 42 (Prior U.S. Cl. 100) (the "Mark"), together with all common-law rights therein;

WHEREAS, Assignee desires to acquire all rights, title, and interest owned by Assignor in and to the Mark; and

WHEREAS, Assignor desires to transfer to Assignee all rights, title, and interest that Assignor owns in the Mark.

NOW, THEREFORE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby covenant, grant, conclude and agree as follows.

1. Assignor hereby assigns and transfers to Assignee all right, title, and interest in and to the Mark, including without limitation, all common-law, state, and federal rights, if any, therein, together with the goodwill appurtenant thereto, and all claims for past infringement or other violation of any such rights, including without limitation, the right to recover damages therefor.
2. Assignor hereby warrants and represents (a) that it has the right to transfer the Mark; (b) that it knows of no other applications or registrations (whether state or federal) filed by it or on its behalf for the Mark or any confusingly similar mark; and (c) that it has not assigned or licensed any rights in the Mark to any other person or entity or otherwise encumbered its rights in the Mark in any manner whatsoever.
3. Assignor agrees to execute any and all additional documents (including powers of attorney, assignments, declarations, and affidavits) that are reasonably required to effectuate this Assignment.
4. This Assignment cannot be terminated or amended, except by the written agreement of Assignor and Assignee.
5. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee, their respective successors and assigns, and their present and future affiliated and subsidiary companies and licensees.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment this 13 day of December, 2002.

ASSIGNOR:

Cowboy Chicken Licensing Corporation

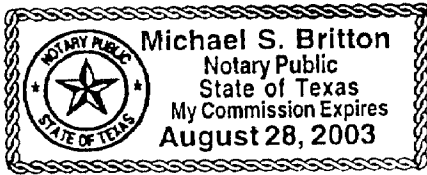
By: Philip Sanders  
Philip Sanders, President

STATE OF TEXAS

§  
§  
§

COUNTY OF COLLIN

Subscribed and sworn to before me this 13<sup>th</sup> day of December, 2002, by Philip Sanders, as President of and on behalf of Cowboy Chicken Licensing Corporation, a Texas corporation.



Michael S. Britton  
Notary Public State of Texas

\_\_\_\_\_  
(Typed or Printed Name)

My Commission Expires:  
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