

01-10-2003



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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

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

1. Name of conveying party(ies): Fuddruckers, Inc. 1-8-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Texas
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Magic Restaurants, LLC
Internal
Address:
Street Address: 66 Cherry Hill Drive, Suite 200
City: Beverly State: MA Zip: 01915
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Delaware Limited Liability Company
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: December 19, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,602,583
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: S. Roxanne Edwards
Internal Address:
Street Address: 1201 Main Street
P.O. Box 50784
City: Dallas State: Texas Zip: 75250

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:
Winstead: 23-2426
(Attach duplicate copy of this page if paying by deposit account)

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.
S. Roxanne Edwards
Name of Person Signing Signature Date 1/3/03

Total number of pages including cover sheet, attachments, and document: 4

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

DALLAS 33750044V1 12/19/2002 1185: 23167-G50085

TRADEMARK REEL: 002646 FRAME: 0280

SERVICE MARK ASSIGNMENT

WHEREAS, Fuddruckers, Inc., a Texas corporation ("ASSIGNOR"), having a principal place of business at 66 Cherry Hill Drive, Suite 200, Beverly, MA 01915, owns all rights, title and interest in and to U.S. Service Mark Registration Number 2,602,583 (the "Service Mark") for the mark FUDDS IN THE CITY; and

WHEREAS, Magic Restaurants, LLC, a Delaware limited liability company ("ASSIGNEE"), having a principal place of business at 66 Cherry Hill Drive, Suite 200, Beverly, MA 01915, is desirous of acquiring the worldwide right, title, and interest in and to the Service Mark;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys, and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this Assignment, all right, title and interest in and to the Service Mark, together with the goodwill of the business symbolized by the Service Mark, including the right to apply for and receive registrations of the Service Mark throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present, and future infringements.

2. ASSIGNOR represents and warrants that it has not assigned, conveyed, transferred, or granted to any third party any interest in, or otherwise encumbered in any manner, the Service Mark; that, to the best of ASSIGNOR's knowledge, no third party owns, or is entitled to, any right or interest in the Service Mark that would preclude, conflict with or encumber this Assignment; and that ASSIGNOR hereby consents to this Assignment.

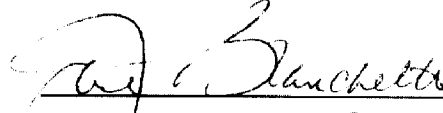
3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title and interest in and to the Service Mark hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of ASSIGNOR.

EFFECTIVE this 19 day of December, 2002.


Agreed:

FUDDRUCKERS, INC.


Name: Jane Zanchetta
Title: Asst. Secretary

Accepted:

MAGIC RESTAURANTS, LLC


Name: Keith Stutz
Title: Secretary