

01-15-2003



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

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**TRADEMARKS ONLY**

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):  
 Taco Bell Corp. 1-10-03  
 17901 Von Karman Avenue  
 Irvine, California 92614

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Taco Bell Foundation  
 Internal Address: \_\_\_\_\_  
 Street Address: 17901 Von Karman Avenue  
 City: Irvine State: CA Zip: 92714

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other Not-for-Profit Public Benefit

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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2003 JAN 10 PM 4:10  
FINANCE SECTION

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

Execution Date: 01/08/03

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
2,522,413

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Larisa M. Colton  
 Internal Address: 3rd Floor  
 Street Address: 14841 N. Dallas Parkway  
 City: Dallas State: Texas Zip: 75254

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:  
500313

(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.*

Larisa M. Colton  
Name of Person Signing

[Signature]  
Signature

JAN. 9, 2002  
Date

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

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**TRADEMARK**  
**REEL: 002648 FRAME: 0799**

**GENERAL ASSIGNMENT OF TRADEMARK  
AND RELATED RIGHTS (UNITED STATES)**

THIS AGREEMENT made as of the 8<sup>TH</sup> of January, 2003.

BETWEEN:

Taco Bell Corp., a corporation organized and existing under the laws of the State of California, located and doing business at 17901 Von Karman Avenue, Irvine, California 92614 ("Assignor"),

AND

Taco Bell Foundation, a not-for-profit public benefit corporation organized and existing under the laws of the State of California, located and doing business at 17901 Von Karman Avenue, California 92614 ("Assignee").

WITNESSETH:

WHEREAS, it has been agreed between the parties that the Assignor shall transfer to the Assignee the trademark **TACO BELL FOUNDATION INVESTING IN YOUNG PEOPLE (Stylized)**, U.S. Trademark Registration No. 2,522,413 (the "Trademark"), as well as related patents and other intellectual property rights owned by it in respect of the United States (the United States being deemed to include all territory which is under United States jurisdiction and control) (the "Territory");

NOW, THEREFOR, and for good and valuable consideration, receipt of which is hereby acknowledged;

1. The Assignor hereby assigns, conveys and transfers to the Assignee all of its rights, title and interest in and to the following in the Territory:
  - (a) The Trademark, whether registered or unregistered, including any applications for, or registrations of, the aforesaid trademark, as well as trademark get-ups, package designs and labels, together with the goodwill of the business symbolized by said Trademark and the above-mentioned registrations and pending applications therefor, and with all claims arising out of or related to the use or ownership of said Trademark, as well as any and all formulae, manufacturing processes, know-how and

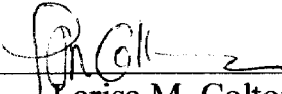
commercial information connected with the services and goods of Assignor's business, and all rights in licenses, franchises and agreements connected with the aforesaid business.

- (b) All related copyrights owned by the Assignor, whether registered or unregistered, in any literary, artistic pictorial, graphic or audiovisual work.
- (c) All related trade names and patents owned by the Assignor.

2. The Assignor undertakes, at the request of the Assignee, to execute all documentation, including confirmatory trademark assignments, as reasonable required by the Assignee, and generally to do everything reasonably necessary and proper to aid Assignee, its successors, assigns and nominees, to obtain from Assignor, and to confirm title to the Trademark, and other properties to be transferred herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

**TACO BELL CORP.** (a California corporation)

By  \_\_\_\_\_  
Larisa M. Colton  
Assistant Secretary