

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Distinctive Dining, Inc.		06/06/2003	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	O.R.G. Restaurants, L.L.C.
Street Address:	620 N. Brand Blvd.
Internal Address:	6th Floor
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91203
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number
Serial Number:	75872428

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3319
 Email: mroberts@sidley.com
 Correspondent Name: Elisabeth A. Evert
 Address Line 1: 717 North Harwood
 Address Line 2: Suite 3400
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	3820-58290
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NAME OF SUBMITTER:	Elisabeth A. Evert
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TRADEMARK

90000569

REEL: 002666 FRAME: 0685

CH \$40.00 75872428

Total Attachments: 3

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of June 6, 2003, made by Distinctive Dining, Inc., a Minnesota corporation ("Assignor"), in favor of O.R.G. Restaurants, L.L.C., a California limited liability company ("Assignee").

WHEREAS Assignor is the owner of the mark listed on Schedule 1 attached hereto (together with all registrations and applications for registration therefor) for the goods and/or services identified therein (the "Mark").

WHEREAS Assignee desires to acquire the Mark and any and all goodwill associated with the Mark;

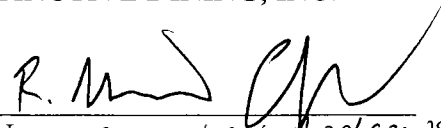
WHEREAS, pursuant to the Asset Purchase Agreement, dated as of September 9, 2002 (as amended by the First Amendment, dated October 9, 2002, the Second Amendment, dated March 14, 2003, the Third Amendment, dated March 21, 2003, the Fourth Amendment, dated March 26, 2003, the Fifth Amendment, dated April 7, 2003, and by the Sixth Amendment, dated May 20, 2003, and as supplemented by the Rider #1), between Assignor, certain affiliates of Assignor and Assignee, Assignor agreed to assign to Assignee all right, title and interest in and to the Mark and any and all goodwill associated with the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to the Mark, along with the following:

1. the goodwill of the business symbolized by and associated with the Mark;
2. that portion of Assignor's ongoing and existing business in connection with which it has a bona fide intent to use the Mark that was filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority;
3. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Mark; and
4. all benefit of the Mark.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

DISTINCTIVE DINING, INC.

By: 
Name: R. Michael Andrews
Title: CFO / Exec VP

SCHEDULE 1
The Mark

Mark	Application Number	File Date	Registration #	Registration Date
Jeans.Beer.Steaks	75/872428	12/15/99	N/A	