

**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
Cafeteria Operators, L.P.		09/28/2003	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	Buffet Partners
Street Address:	3001 E. President George Bush Highway
Internal Address:	Suite 200
City:	Richardson
State/Country:	TEXAS
Postal Code:	75082
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	1423406	FOOD(S) UNLIMITED FU
Registration Number:	1129705	FURR'S CAFETERIAS
Registration Number:	1093001	FURR'S CAFETERIAS
Registration Number:	1987794	DYNAMIC FOODS
Registration Number:	1297173	F
Registration Number:	1878073	FURR'S FAMILY DINING
Registration Number:	1870079	FURR'S
Registration Number:	1629549	FURRS PIE KITCHEN
Registration Number:	1608630	CARRYOUT KITCHEN

CORRESPONDENCE DATA	
Fax Number:	(214)200-0812
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-651-5917
Email:	patelp@haynesboone.com

CH \$240.00 1423406

Correspondent Name: Purvi J. Patel  
Address Line 1: 901 Main Street  
Address Line 2: Suite 3100  
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER: 30613.5

NAME OF SUBMITTER: Purvi J. Patel

Total Attachments: 4  
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## INTELLECTUAL PROPERTY ASSETS ASSIGNMENT

This Intellectual Property Assets Assignment (the "**Assignment**"), is entered into as of the 30<sup>th</sup> day of September, 2003 (the "**Effective Date**"), by and between **CAFETERIA OPERATORS, L.P.**, Debtor in Possession, a Delaware Limited Partnership ("**Assignor**") and **BUFFET PARTNERS, L.P.**, a Texas Limited Partnership ("**Assignee**").

### WITNESSETH:

WHEREAS, the Parties entered into an Asset Sale and Purchase Agreement on July 2, 2003, (the "**Agreement**") wherein the parties agreed that Assignor shall assign and sell to Assignee substantially all of the tangible and intangible assets used in connection with the Included Restaurants (as defined in the Agreement), including all trademarks, service marks, trade names, copyrights, trade secrets, know-how including, but not limited to, the names, any prototype plans, memos, other work products of consultants or architects and trade secrets such as recipes (including such recipes or formulas currently in the name of Assignor used in Included Restaurants), operating systems and manuals and other proprietary confidential information relating to the fifty-four (54) restaurants owned and operated by Assignor (the "**Intellectual Property Assets**"), including but not limited to the intellectual property set forth on **Exhibit A**;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor assigns to Assignee, and its successors and assigns, the entire right, title, and interest, in and to the Intellectual Property Assets, together with the corresponding goodwill, and the right to sue for, settle, or release any past, present, or future infringement thereof.
2. Assignor shall promptly deliver to Assignee all of the files in its possession or under its control concerning the Intellectual Property Assets, including all prosecution and enforcement files.
3. Upon the execution and delivery of this Assignment, Assignor shall cease all use of the Intellectual Property Assets.

(signature page to follow)

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

ASSIGNEE:

CAFETERIA OPERATORS, L.P.

BUFFET PARTNERS, L.P.

By: Furr's Restaurant Group, Inc.  
Its general partner  
Debtor in possession,

By: Buffet G.P., Inc.  
Its general partner

By: [Signature]  
Name: William H. Snyder  
Title: CEO

By: [Signature]  
Name: Murray R. Standifer  
Title: EXECUTIVE VICE PRES.

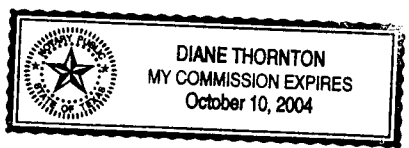
STATE OF Texas §  
COUNTY OF Dallas §

Before me, a Notary Public, on this day personally appeared William H. Snyder known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Cafeteria Operators L.P., and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28 day of September, 2003.

[Signature]  
Notary Public in and for the State of Texas

(PERSONALIZED SEAL)



STATE OF Texas  
COUNTY OF Dallas

§  
§  
§

Before me, a Notary Public, on this day personally appeared Monty R. Standifer known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Buffet Partners, L.P., and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28 day of September 2003.

Diane Thornton  
Notary Public in and for the State of Texas

(PERSONALIZED SEAL)



EXHIBIT A

Trademarks

<u>Mark</u>	<u>U.S. Registration Number</u>
FOODS UNLIMITED FU & Design	1,423,406
FURR'S CAFETERIAS stylized	1,129,705
FURR'S CAFETERIAS & Design	1,093,001
DYNAMIC FOODS	1,987,794
F & Design	1,297,173
FURR'S FAMILY DINING	1,878,073
FURR'S	1,870,079
FURR'S PIE KITCHEN	1,629,549
CARRYOUT KITCHEN stylized	1,608,630

Copyright

<u>Title</u>	<u>Registration Number</u>
Furr's automated cafeteria transmission system resident communications system (FACTS Communications system)	Txu-311-635