1-FORM PTO-1594 (modified) RECORDATION FORM COVE (Rev. 03/01) TRADEMARKS ON OMB No. 0651-0027 (exp. 5/31/2002)			Y U.S. Patent and Tradomark Const.		
	To the Honorable	Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.		
<i>p</i>	Name of conveying party(ies): Roy Rogers Franchise Company, LLC Individual Association General Partnership Limited Partnership Corporation Other: Limited Liability Company of MARYLAND Additional name(s) of conveying party(ies) attached? Yes No		2. Name and address of receiving party(ies): Name: Roy Rogers Trademark Company, LLC Street Address: c/o Plamondon Enterprises, Inc. 4 South McCain Drive Frederick, Maryland 21703 Individual(s) citizenship: Association General Partnership of: Limited Partnership of: Corporation: Other: Limited Liability Company of MARYLAND of assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No Company of Maryland of Maryl		
	Execution Date:Aug Application number(s) or r A. Trademark Application	egistration number(s):	B. Trademark Registration No.(s) 882,909 1,061,424 1,072,917 1,165,024 1,174,613 1,447,946 1,843,069 1,844,584 2,058,092		
	Name: Ann K. Ford Internal Address: PIPI Street Address: 1200 Nir	Esq. R RUDNICK LLP neteenth Street, NW re: DC ZIP: 20036	6. Total number of applications and registrations involved:		
9.	Statement and signature To the best of my knowledg document. Laurel E. Queeno, Es Name of Person Sign	a Ja	is true and correct and any attached copy is a true copy of the original 10/14/2003		

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SHORT FORM TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), is made and entered into on August 31, 2003 (the "Effective Date"), by and between Roy Rogers Franchise Company, LLC, a Maryland corporation, with principal offices at 4 South McCain Drive, Frederick, Maryland 21703 ("Assignor") and Roy Rogers Trademark Company, LLC, a Maryland corporation, with principal offices at c/o Plamondon Enterprises, Inc., 4 South McCain Drive, Frederick, Maryland 21703 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trade/service marks and the United States and foreign registrations and/or applications therefor that are listed on Exhibit A (collectively, the "Marks"); and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys unto Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and behalf, and for the use and on behalf of its successors, assigns or other legal representatives; SUBJECT HOWEVER, to the assignment and security interests with respect to the Marks and the goodwill of the business symbolized by the Marks, previously granted and conveyed unto Fredericktown Bank & Trust Company, its successors and assigns (the "Bank"), by the Assignor, pursuant to (i) a Loan and Security Agreement dated July 10, 2002, by and between the Bank and the Assignor (the "Security Agreement"), and (ii) a Collateral Assignment of Trademarks as Security dated July 10, 2002, by the Assignor in favor of the Bank (the "Collateral Assignment"), with the Security Agreement and the Collateral Assignment to continue to remain in full force and effect. The aforesaid assignment and security interests have previously been perfected with the filing of a Financing Statement with the Maryland State Department of Assessments and Taxation on July 15, 2002, at Liber 225, folio 907 (Lien #181125019), and with the filing of the Collateral Assignment with the United States Patent and Trademark Office on October 22, 2002, at Reel 2615, frame 0681.

Assignor:	Assignee:
Roy Rogers Franchise Company, LLC	Roy Rogers Trademark Company, LLC
By:	By: Amy N. Damadox Name: James N. Plamordon Title: Co-President

EXHIBIT A SCHEDULE OF MARKS

TEL:8224948

Registrations:

_ 	Realis	Reg. No.	Class(es)	Reg. Date	Status
Territory	Mark	2,058,092	42	4/29/97	Registered
Jnited States	ROY ROGERS & Design	1,844,584	29	7/12/94	Registered
Jnited States	ROY'S ROASTERS & design	1,843,069	29	7/5/94	Registered
United States	ROY'S ROASTERS	1,447,946	42	7/14/87	Registered
United States	FIXIN'S BAR		42	10/20/81	Registered
United States	ROY ROGERS ROAST BEEF BURGERS CHICKEN & Design	1,174,613			Registered
United States	ROY ROGERS (stylized)	1,165,024	42	8/11/81	Registered
United States	ROY ROGERS FAMILY RESTAURANT & Design	1,072,917	42	9/6/77	
	DOUBLE-R-BAR BURGER	1,061,424	42	3/15/77	Registered
United States United States	ROY ROGERS	882,909	16; 29; 30; 32; 35; 42	12/23/69	Registered
		16,866	29; 30; 31	7/15/79	Registered
Arizona	ROY ROGERS	8,396	42	10/21/91	Registered
Connecticut	ROY ROGERS	15,424	29; 30; 31	11/3/69	Registered
Delaware	ROY ROGERS	T14,714	29; 30; 31	7/11/91	Registered
Florida	ROY ROGERS	$-\frac{114,714}{7182}$	29; 30; 31	7/23/69	Registered
Maryland	ROY ROGERS		42	7/23/69	Registered
Maryland	ROY ROGERS	S2500	$\frac{42}{42}$	10/30/69	Registered
Massachusetts	ROY ROGERS	21,498		8/10/81	Registered
New Jersey	ROY ROGERS	3,015	42	11/17/81	Registered
New York	ROY ROGERS	S-12,859	42		Registered
Ohio	ROY ROGERS	TM 5,990	29; 30; 31		Registered
Pennsylvania	ROY ROGERS	778,721	42	2/8/80	\ <u>-</u>
Pennsylvania	ROY ROGERS	778,720	29; 30; 31		Registered
Virginia	ROY ROGERS	4,210	29	9/6/91	Registered
	ROY ROGERS	1,153	42	9/6/91	Registere
Virginia Canada	ROY ROGERS	TMA 179,646	N/A	11/26/71	Registere
	DOX/ DOCEDS	3146909	N/A	4/30/96	Registere
Japan	ROY ROGERS	3031266	N/A	3/31/95	Registere
Japan	ROY ROGERS	3031265	N/A	3/31/95	Registere
Japan	ROY ROGERS	3031264	N/A	3/31/95	Registere
Japan	ROY ROGERS				

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		Reg. No.	Class(es)	Reg. Date	Status
Territory	Mark		N/A	3/31/94	Registered
Japan	ROY ROGERS	2640143	<u> </u>		Registered
	ROY ROGERS	2234852	N/A	6/28/90	<u> </u>
Japan		2168151	N/A	9/29/89	Registered
Japan	ROY ROGERS	2168150	N/A	9/29/89	Registered
Japan	ROY ROGERS		<u> </u>	8/18/87	Registered
	ROY ROGERS	812184661	N/A		Registered
Brazil 	ROY ROGERS & Design	812039394	N/A	8/18/87	·
Brazil		97/071320	N/A	1/21/99	Registere
South Africa	ROY ROGERS			11/27/92	Registere
South Africa	ROY ROGERS	92/10429		11/27/92	Registere
·	ROY ROGERS	92/10428	N/A		
South Africa	ROY ROGERS	92/10429	N/A	11/27/92	Registere
South Africa		220372	N/A	11/27/92	Registere
South Korea	ROY ROGERS & Design		- N/A	7/22/91	Registere
South Korea	ROY ROGERS & Design	217213			Registere
	ROY ROGERS & Design	212318	N/A	4/8/91	- Ico Brasser
South Korea				_	\
South Korea	ROY ROGERS & Design				

Pending Applications:

Pending Applications.			Filing Date
	Mark	Country	
Serial No.		South Korea	1/24/02
40-2002-3759	ROY ROGERS & Design	Bour reside	

RECORDED: 10/14/2003