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

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): All Kitchens, Inc. 209 Main Street Boise, ID 83702

2. Name and address of receiving party(ies) Name: All Kitchens, Inc. Internal Address: 7420 Ranco Road

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 10/11/2002

Street Address: City: Richmond State: VA Zip: 23228 [X] Corporation-State Virginia

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/014,367 (See Attachment A)

B. Trademark Registration No.(s) 1,786,553 (See Attachment B)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert L. Brewer Internal Address: AmSouth Center Street Address: 315 Deaderick Street Suite 2700 City: Nashville State: TN Zip: 37238-3001

6. Total number of applications and registrations involved: 28 7. Total fee (37 CFR 3.41): \$ 715.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

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DO NOT USE THIS SPACE

01 FC:0321 02 FC:0322 9. Signature. 40.00 675.00

D. Scott Holley Name of Person Signing

Signature

5/18/03 Date

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

TRADEMARK REEL: 002750 FRAME: 0945

ATTACHMENT A

Pending Service Mark or Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
SAWTOOTH COFFEE	76/014,367	March 31, 2000
TUTTE LE CUCINE	76/227,519	March 22, 2001
COCINA VALORE	76/231,547	March 27, 2001
MAIN PLATE (& Design)	76/231,836	March 29, 2001
FULCRUM POINT	76/393,304	April 8, 2002
GOURMATES	76/395,047	April 11, 2002
SPLOTCH (Design)	76/395,049	April 11, 2002
SALT (& Design)	76/412,278	May 28, 2002
FULCRUM POINT (& Design)	76/412,279	May 28, 2002
IMITATION BACON BITS (& Design)	76/412,280	May 28, 2002
SUGAR (& Design)	76/412,517	May 20, 2002
PEPPER (& Design)	76/412,526	May 20, 2002

ATTACHMENT B

Registered Service Marks and Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HEALTH CARE SYSTEM	1,786,553	August 10, 1993
EMERALD CLUB	2,099,464	September 23, 1997
ALL KITCHENS (IC 42)	2,126,992	January 6, 1998
ALL KITCHENS (IC 32)	2,148,850	April 7, 1998
ALL KITCHENS (IC 29)	2,148,851	April 7, 1998
MAIN PLATE	2,150,335	April 14, 1998
AT KITCHENS (red (IC 29))	2,150,338	April 14, 1998
AT KITCHENS (green (IC 29))	2,150,339	April 14, 1998
AT KITCHENS (blue (IC 29))	2,150,340	April 14, 1998
ALL KITCHENS (IC 30)	2,150,374	April 14, 1998
ALL KLEAN	2,166,961	June 23, 1998
ALL KITCHENS OF AMERICA (IC 29)	2,179,950	August 11, 1998
ALL KITCHENS OF AMERICA (IC 3)	2,181,801	August 18, 1998
ALL KITCHENS OF AMERICA (IC 30)	2,183,404	August 25, 1998
TUTTE LE CUCINE	2,187,985	September 8, 1998
ALL KITCHENS OF AMERICA (IC 42)	2,286,907	October 19, 1999

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") made effective as of the 11th day of October, 2002, by All Kitchens, Inc., a Delaware corporation with its principal place of business at 209 Main Street, Boise, Idaho 83702 ("Assignor"), to All Kitchens, Inc., a Virginia corporation with its principal place of business at 7420 Ranco Road, Richmond, Virginia 23228 ("Assignee").

RECITAL

Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of September 27, 2002 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee as agreed to accept, certain Assets (as defined in the Agreement).

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept, the transfer and assignment of all Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered service marks, trademarks, service marks, trademark applications, service mark applications, trade names, designs and logos identified on Schedule A, attached hereto and incorporated by this reference (the "Marks"), in each case included in the Assets.

Assignor, in exchange for the consideration set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, that portion of Assignor's business included in the Assets in connection with which it has a bona fide intent to use those Marks that are the subject of pending applications filed on an intent-to-use basis for which an Amendment to Allege Use, a Statement of Use or otherwise required proof of use has not yet been filed and accepted by the relevant Trademark Office or other governing authority, all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Notwithstanding the foregoing, this Assignment shall not be deemed to transfer or assign any Marks, or any applications or registrations for any Marks, that may be deemed invalid, abandoned or canceled due to such transfer or assignment until such time as such Mark, application or registration will not be invalidated, abandoned or canceled due to such transfer or assignment, and at such time, any and all of Assignor's right, title and interest thereto shall be automatically deemed to be transferred and assigned to Assignee.


Assignor agrees to cooperate fully and in good faith with Assignee, at Assignee's expense, for the purpose of securing and preserving Assignee's rights in and to the Marks,

including, but not limited to, executing any documents and taking any actions at Assignee's reasonable request to confirm Assignee's legal title in and to the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ALL KITCHENS, INC.

By: 
Name: Harry Reifschneider
Title: President

STATE OF)
) ss.:
COUNTY OF)

On this 10th day of OCTOBER, 2002, before me, Becky C. Delgado personally appeared Harry A. Reitschneider of Boise, Idaho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[SEAL]

Residing in Greenleaf, Idaho
Commission Expires: 08-18-2004

My Commission Expires: _____

Becky C. Delgado
Notary Public

