

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

RECORDATION FORM COVER SHEET
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):
America's Drive-In Trust

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other A Pennsylvania Business Trust

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

2. Name and address of receiving party(ies)
Name: America's Drive-In Corp.
Internal Address: Suite 565
Street Address: 7701 East Kellogg
City: Wichita State: KS Zip: 67207

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Nevada
 Other _____

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

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

Execution Date: 8/31/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) see attached list

Additional number(s) attached Yes No

B. Trademark Registration No.(s) see attached list


5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Joseph J. Ferretti
 Internal Address: Crowe & Dunlevy, P.C.
Suite 1800
 Street Address: 20 North Broadway
 City: Oklahoma City State: OK Zip: 73102-8273

6. Total number of applications and registrations involved: 85

7. Total fee (37 CFR 3.41).....\$ 2,140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0110

DO NOT USE THIS SPACE

9. Signature.
Joseph J. Ferretti  February 12, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$2140.00 78273335

United States Trademarks / Service Marks subject to Merger of America's Drive-In Trust (Conveying Party) into America's Drive-In Corp. (Receiving Party)

A. Trademark Applications

#	MARK	SERIAL NUMBER
1	THE LITTLE CHEESE	78/273,335
2	SONIC RADIO LIVE	78/219,759
3	DRIVE-IN DEALS	78/213,388
4	THINK BIG	78/192,956
5	BAG A BARGAIN!	78/192,024
6	BREAKFAST CLUB TOASTER	78/189,042
7	COOL BREEZE	78/188,469
8	PILE IT ON!	78/181,076
9	FRESH TASTES	78/181,070
10	BAG A BARGAIN!	78/175,673
11	DARE TO COMPARE!	78/175,671
12	SONIC BUCKS	78/175,477
13	JUMBO POPCORN CHICKEN	78/174,920
14	LET'S DO LUNCH. AT 7 A.M.	78/165,362
15	SUPER SONIC SILLIES	78/159,001
16	BETWEEN A WRAP AND A HARD PLACE	78/158,994
17	HOPJAVA	78/155,631
18	PICKLE-O'S	78/151,947
19	COOL BREEZE	78/129,332
20	HAVE YOUR CAKE & DRINK IT TOO!	78/118,461
21	NICE & NAUGHTY	78/118,436
22	AMARILLO JACK	78/082,753
23	FAVES & CRAVES	76/185,306
24	THE BIG CHEESE	76/185,150
25	TOASTER (and design)	75/756,941

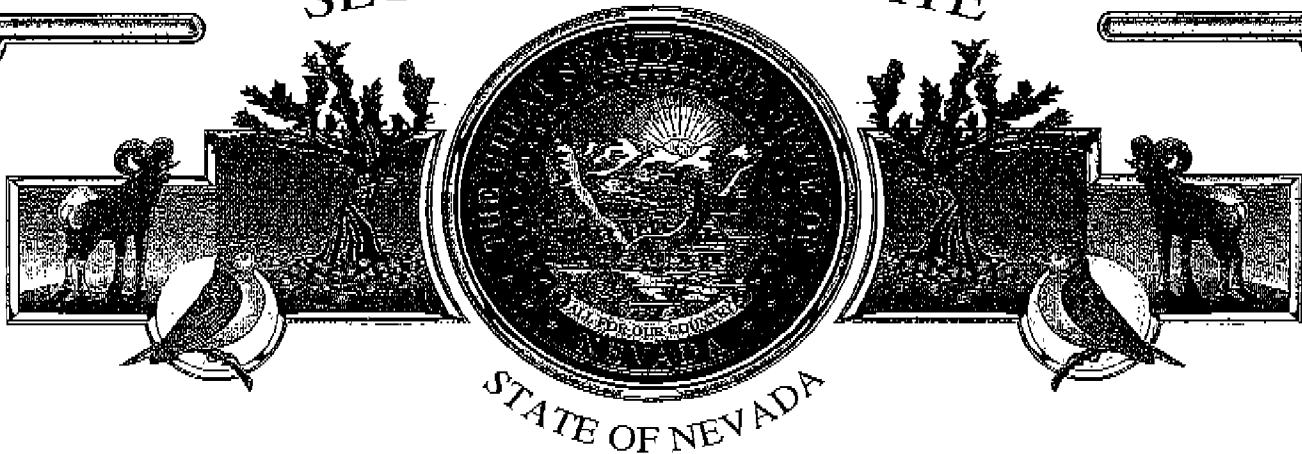
B. Trademark Registrations

1	SMART CUBE	2,806,566
2	SONIC SIZE	2,802,480
3	CREAMSLUSH	2,781,847
4	SONIC	2,777,963
5	EAT DESSERT FIRST	2,765,599
6	SUPERSONIC	2,756,317
7	SONIC	2,750,588
8	PINK FLAMINGO	2,748,672
9	CHEAP CHILLS	2,744,886
10	PREMI-YUM	2,728,120

11	GET SLUSHED	2,718,124
12	HAVE A GOOD MORNING!	2,711,526
13	SUMMER IS COOLER AT SONIC	2,698,757
14	YOUR MORNING DRINK STOP!	2,681,333
15	SUNSHINE SMOOTHIE	2,661,409
16	CHILI MAKES IT BETTER!	2,644,664
17	BREAKFAST FAVORITES	2,585,866
18	SONIC RACING	2,562,057
19	AMERICA'S DRIVE-IN	2,558,947
20	SONIC SUNRISE	2,553,330
21	BREAKFAST TOASTER	2,550,137
22	SWEETHEART SHAKE	2,537,957
23	MONSTER CHOCOLATE	2,537,956
24	SONIC WAVE	2,530,306
25	SONIC RADIO	2,507,293
26	FLAVOR FLASH	2,481,639
27	DRIVE-IN TO SUMMER	2,350,718
28	TOASTER	2,348,989
29	FROZEN FAVORITES (and design)	2,239,161
30	SONIC ORANGE	2,238,768
31	FOUNTAIN FAVORITES and Design	2,219,222
32	FROZEN FAVORITES	2,197,425
33	FOUNTAIN FAVORITES and Design	2,181,030
34	FOUNTAIN FAVORITES	2,142,023
35	WACKY PACK	2,130,809
36	FROZEN FAVORITES (and design)	2,104,708
37	SONIC and Design	2,067,808
38	MISCELLANEOUS DESIGN (Cherry Limeade)	2,066,630
39	SONIC and Design	2,062,125
40	OCEAN WATER	2,043,303
41	DRIVE IN FOR A CHANGE	2,037,637
42	CHED'R'BITES	1,980,526
43	CHED'R'PEPPERS	1,961,572
44	MISCELLANEOUS DESIGN (f-shaped sign) (w/color)	1,948,101
45	MISCELLANEOUS DESIGN (Red triangle)	1,924,208
46	MISCELLANEOUS DESIGN (menu housing with color)	1,644,673
47	MISCELLANEOUS DESIGN (menu housing without color)	1,644,672
48	ROUTE 44	1,642,215
49	ROUTE 44 BIG DRINK (and design)	1,630,254
50	SONIC AMERICA'S DRIVE-IN and Design	1,618,097
51	TRIPLE FEATURE	1,595,615
52	MISCELLANEOUS DESIGN (Design of sign with color)	1,515,908
53	MISCELLANEOUS DESIGN (Design of sign w/o color)	1,514,051

54	SONIC SIGN and Design (w/color)	1,480,188
55	SONIC EXPRESS	1,465,985
56	SONIC BLAST	1,453,414
57	SONIC HAPPY EATING (and design)	1,070,007
58	SONIC	0,982,964
59	SONIC DRIVE-IN SERVICE WITH THE SPEED OF SOUND and Design	0,777,151
60	SONIC	0,776,766

SECRETARY OF STATE



I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited partnerships, limited-liability partnerships and business trusts, pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that there was filed in this office on August 29, 2003

ARTICLES OF MERGER
 merging
 AMERICA'S DRIVE-IN TRUST
 (A PENNSYLVANIA CORPORATION)
 into
 AMERICA'S DRIVE-IN CORP.
 (A NEVADA CORPORATION)
 Effective date August 31, 2003

IN WITNESS WHEREOF, I have here unto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on September 2, 2003.



Dean Heller

DEAN HELLER
 Secretary of State

By

Regueline Warr

Certification Clerk

TRADEMARK

9415-1007

Filed in the Department of State on MAR 02 1994

[Signature]
Secretary of the Commonwealth

**AGREEMENT AND DEED OF TRUST
OF
AMERICA'S DRIVE-IN TRUST**

2589110

Raymond N. Fain, Michael T. Folks, and Janice C. George (the "Trustees") and America's Drive-In Corp. (the "Stockholder"), a Nevada corporation having its principal place of business in Reno, Nevada, hereby enter into this Agreement and Deed of Trust (this "Agreement") of America's Drive-In Trust (the "Trust") as of the 31st day of December, 1993.

Article I: Formation of Trust

1.01. Formation of Trust. The Trustees hereby declare that they shall hold all of the assets acquired pursuant to the provisions of that certain Assignment and Assumption Agreement between America's Drive-In Corp. and the Trustees dated as of the 31st day of December, 1993, for the benefit of the Stockholder. The Trustees further declare that the Trust shall exist subject to the provisions of Chapter 95 of Title 15 of the Pennsylvania Statutes (the "Business Trust Act").

1.02. Name. The Trustees shall operate the Trust under the name "America's Drive-In Trust."

1.03. Term. The term of the Trust shall commence on the date of this Agreement and shall continue in perpetuity, unless sooner terminated as provided in Article VII of this Agreement.

1.04. Fiscal Year. The Trust shall have a fiscal year ending on August 31 of each year.

1.05. Registered Office. The Trust shall have its registered office at % C T Corporation System, 1635 Market Street, Philadelphia, Pennsylvania 19103.

Article II: Trustees

2.01. Number of Trustees. The Trust shall have three trustees. Raymond N. Fain, Michael T. Folks, and Janice C. George shall serve as the Trustees until the next annual meeting of the Stockholder or the election or appointment of his or her qualified successor.

2.02. Election or Appointment of Trustees. The Stockholder shall elect the Trustees at each annual meeting of the Stockholder or at any special meeting of the Stockholder called for that purpose. In the event of the death, resignation or inability to act by any Trustee, the remaining Trustees shall fill any vacancies for the unexpired term. As soon as any Trustee elected by the Stockholder or appointed by the remaining Trustees to fill a vacancy have accepted this trust, the trust estate shall vest in the new Trustee or Trustees, together with the continuing Trustees, without any further act or conveyance.

9415-1008

2.02. Title of Property. The Trustees shall hold legal title to all property of the Trust in joint tenancy and not tenancy in common, with the right of survivorship among the remaining Trustees upon the death, resignation or removal of any of the Trustees. The death, resignation or removal of any Trustee automatically shall release any right, title or interest of the Trustee in and to the property held under this Agreement and automatically shall vest all right, title and interest in and to the property held under this Agreement in the remaining Trustees, but nevertheless in joint tenancy as set forth above. Upon the election or appointment of any Trustee, the Trustee shall execute a written acceptance of this Agreement and shall succeed to all of the right, title and interest in and to the property held under this Agreement in the same manner as the remaining Trustees, but nevertheless in joint tenancy as set forth above.

2.03. Meetings of Trustees. The Trustees shall hold at least one meeting each year upon the call of the President or any two Trustees. A majority of the Trustees shall constitute a quorum, and the decision of a majority of the Trustees present and voting at any meeting at which a quorum exists shall constitute a decision of the Trustees.

Article III: Conduct of Activities

3.01. Purpose of the Trust. The Trust shall hold and manage the assets transferred to it pursuant to the terms and conditions of the Assignment and Assumption Agreement dated as of the 31st day of December, 1993, between the Trustees and the Stockholder.

3.02. Management of Trust. Subject only to the specific limitations contained in this Agreement, the Trustees shall have absolute control over the Trust's property and the conduct of its business. The Stockholder shall have no power to conduct the affairs of the Trust.

3.03. Powers of the Trustees. In addition to the powers which Section 9502 of the Business Trust Act grants a trustee or which this Agreement grants to the Trustees and within the limitations of the purposes for which the Trust has formed, the Trustees shall have full and exclusive power and authority to do all things deemed necessary or desirable by the Trustees in the conduct of the business of the Trust, including (without limitation), whether similar or dissimilar, the making of expenditures and the incurring of any obligations he deems necessary to implement the purposes of the Trust; the employment of personnel deemed desirable for the conduct of the Trust's activities, including permanent, temporary or part-time employees and outside consultants or contractors, and the determination of their compensation and other terms of employment; subject only to any express limitations contained in this Agreement, the acquisition, disposition, exchange or mortgage of any or all assets of the Trust, the use of the revenues of the Trust, and the borrowing on behalf of, and advance of moneys to, the Trust for any purpose and on any terms seen fit, including (without limitation) the financing of the conduct of the activities and other operations of the Trust, the repayment of those borrowings and advances, the declaration and payment of dividends to the Stockholder, and the conduct of additional activities by the Trust; the negotiation and execution on any terms deemed desirable of all necessary agreements, conveyances or other instruments, whether similar or dissimilar, required or deemed beneficial to implement the powers granted under this Agreement, including

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(without limitation) the formation of corporations, limited or general partnerships, joint ventures, or other relationships and the execution of contracts with any persons to conduct any portion of the physical operations of the Trust; the exercise, on behalf of the Trust, in the manner the Trustees deem best, of all rights, elections and obligations granted or imposed on the Trust; and the control of any matters affecting the rights and obligations of the Trust, including the employment of attorneys, the incurring of legal expense, and the conduct or settlement of claims and litigation. The Trustees powers shall extend to any operation by the Trust or affecting its properties or assets.

3.04. Limitations on Authority. Only the limitations expressly stated in this Agreement shall limit the authority of the Trustees over the conduct of the affairs of the Trust.

Article IV: Bylaws and Officers

4.01. Bylaws. The Trustees may make, adopt, amend or repeal any bylaws, rules and regulations not inconsistent with the terms of this Agreement as the Trustees may deem necessary or desirable for the conduct of the business of the Trust and for the government of the officers, agents and representatives of the Trust.

4.02. Officers. The Trustees annually shall elect a President, Treasurer and Secretary and, also, may elect one or more Vice Presidents, Assistant Treasurers, and Assistant Secretaries. The Trustees also shall have the authority to appoint other officers, agents and attorneys as the Trustees deem necessary or expedient in the conduct of the business of the Trust. The Trustees shall have the authority to accept resignations and to fill any vacancies in the offices appointed by the Trustees for the unexpired term and, likewise, shall have the authority to elect temporary officers to serve during the absence or disability of any regular officer. The Trustees also shall have the authority to remove any officer or agent elected or appointed by the Trustees. The President, Treasurer and Secretary shall have the authority and shall perform the duties usually incident to those offices in the case of a corporation and shall have any additional authority or duties determined by the Trustees. The Trustees shall fix the compensation of all officers and agents whom the Trustees elect or appoint.

4.03. Records of Meetings. The Trustees shall cause the Secretary to keep a record of all meetings of the Stockholder and the Trustees similar to those kept in the case of corporations.

4.04. Action by Consent. The Stockholder and the Trustees may take any required or permitted action without a meeting if the Stockholder or the Trustees sign a written consent and file the consent with the minutes of the proceedings of the Stockholder or the Trustees.

Article V: Other Rights of the Parties

5.01. Indemnification. The Trust shall indemnify and hold the Trustees and the officers of the Trust harmless from and against any and all liabilities, claims, causes of action, damages, losses, costs and expenses, including (without limitation) legal and accounting fees, incurred by

9405-1000

them in connection with their services on behalf of the Trust as long as their conduct did not constitute gross negligence, willful or wanton misconduct, or a breach of their fiduciary obligations to the Trust.

5.02. Liability. In carrying out their duties under this Agreement, the Trustees and the officers of the Trust shall not bear liability to the Trust or the Stockholder, except for actions involving willful misconduct, fraud, gross negligence, or breach of fiduciary duty to the Trust.

Article IV: Beneficial Interests

6.01. Authorized Capital. The Trust shall have the authority to issue a total of 1,000 shares of beneficial interests in the Trust.

6.01. Certificates. The Trustees shall issue one or more certificates in the form attached as Exhibit A to this Agreement, signed by the President or any Vice President and attested by the Secretary or any Assistant Secretary, to evidence shares of beneficial interests issued by the Trust.

6.03. Transferability of Beneficial Interests. The Stockholder shall not have the authority to sell, transfer or pledge its beneficial interest in the Trust, except to or with the consent of the Trustees.

6.04. Dividends. The Trustees shall have the authority to declare and pay dividends out of the net earnings of the Trust upon the outstanding shares of beneficial interests in the Trust.

Article VII: Duration, Dissolution and Winding Up

7.01. Duration. The Trust shall continue in existence until terminated pursuant to the provisions of this Article VII. The Trust shall terminate upon the occurrence of a Final Terminating Event. Upon the occurrence of a Final Terminating Event, the Trust shall wind up the affairs of the Trust and shall make a final accounting.

7.02. Final Terminating Event. As used in this Agreement, the phrase "Final Terminating Event" shall mean (a) the adjudication of insolvency of the Trust, (b) the institution of proceedings for the liquidation of the Trust by arrangement or composition with its creditors, (c) the dissolution of the Trust, except as a part of a corporate merger or reorganization, or (d) the giving of notice to the Stockholder by the Trustees of the election to terminate and wind up the affairs of the Trust.

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Article VIII: Miscellaneous Provisions

8.01. Notice. Except as otherwise provided in this Agreement, when this Agreement makes provision for notice or concurrence of any kind, the sending party shall deliver or address the notice to the other party by certified mail or wire to the following address:

Trustees: 120 Robert S. Kerr Ave.
Oklahoma City, Oklahoma 73102

Stockholders: 1325 Airmotive Way, Suite 130
Reno, Nevada 89502

All notices pursuant to the provisions of this Agreement shall run from the date the party delivers the notice to the other party or to the telegraph company or three business days after the party places the notice in the United States mail. Each party may change the party's address by giving written notice to the other parties.

8.02. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement.

8.03. Governing Law. Notwithstanding the place where the parties execute this Agreement, the internal laws of Pennsylvania shall govern the construction of the terms and the application of the provisions of this Agreement.

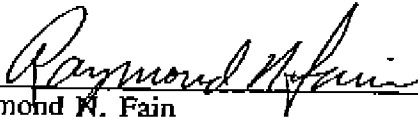
8.04. Headings. The headings used in this Agreement appear strictly for the parties' convenience in identifying the provisions of this Agreement and shall not affect the construction or interpretation of the provisions of this Agreement.

8.05. Binding Effect. This Agreement binds and inures to the benefit of the parties and their respective successors, legal representatives, heirs and permitted assigns.


8.06. Amendments. No amendments to this Agreement shall become effective unless agreed to in writing by the Trustees and the Stockholder.

In witness of their agreement, the parties have executed this Agreement in Reno, Nevada, as of the day and year first set forth above.

Trustees:



Raymond N. Fain



Michael T. Folks

9415-012

Stockholder:


James C. George

America's Drive-In Corp.

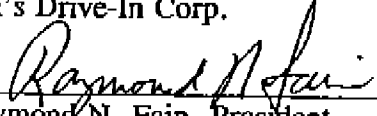
By: 
Raymond N. Fain, President

Exhibit A

Certificate for Shares of Beneficial Interests

con094.021

AMERICA'S DRIVE-IN TRUST
(A trust established under the laws of Pennsylvania)

Number 0001

1,000 Shares

This Certifies that America's Drive-In Corp. holds 1,000 shares of beneficial interests in America's Drive-In Trust (the "Trust"), subject to all of the terms and conditions contained in that certain Agreement and Deed of Trust (the "Agreement") dated December 31, 1993, on file with the Pennsylvania Department of State. By the acceptance of this certificate, the holder hereby consents and agrees to all of the terms and conditions of the Agreement.

The shares of beneficial interest have no par value and represent a proportionate interest in the net income and avails of the Trust as defined in the Agreement.

No transfer, assignment or pledge of the shares of beneficial interest evidenced by this certificate shall have any effect until approved in writing by the Trustee.

Dated as of the 31st day of December, 1993.

America's Drive-In Trust

By: Raymond N. Fain

Raymond N. Fain, President

cont094.021

WRITTEN CONSENT OF THE SOLE STOCKHOLDER
OF
AMERICA'S DRIVE-IN TRUST

February 28, 1995

The undersigned, being the sole stockholder of America's Drive-In Trust (the "Trust"), a Pennsylvania business trust, in lieu of the annual meeting of stockholders following the fiscal year ended August 31, 1994, hereby takes the following action by unanimous written consent.

Trustees

Resolved, that the stockholder hereby elects each of the following individuals to serve as a Trustee of the Trust until the next annual meeting of the stockholders of the Corporation and the election or appointment of his or her qualified successor:

Lewis B. Kilbourne
Michael T. Folks
Janice C. George

Dated as of the day and year first set forth above.

Stockholder:

America's Drive-In Corp.

By: 

Lewis B. Kilbourne, President

Certificate

The undersigned, being the duly-elected Secretary of America's Drive-In Trust (the "Trust"), hereby certifies that he placed this Written Consent of the Sole Stockholder in the records of the Trust on the 28th day of February, 1995.


Michael T. Folks, Secretary

(Corporate Seal)

WRITTEN CONSENT OF THE SOLE STOCKHOLDER
of
America's Drive-In Trust

June 16, 1997

The undersigned, being the sole stockholder of America's Drive-In Trust (the "Trust"), a Pennsylvania business trust, hereby take the following actions by unanimous written consent pursuant to the provisions of Section 4.04 of the Agreement and Deed of Trust of the Trust.

Trustees

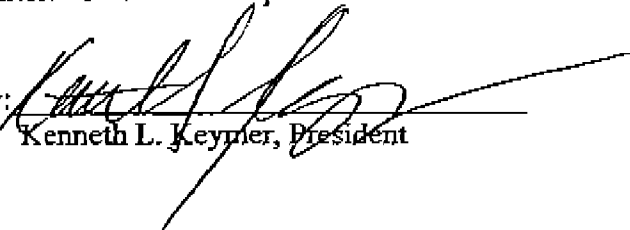
Resolved, that the stockholder hereby elects each of the following individuals to serve as a Trustee of the Trust until the next annual meeting of the stockholders of the Trust and the election or appointment of his or her qualified successor:

Kenneth L. Keymer
Michael T. Folks
Janice George

Dated as of the day and year first set forth above.

Stockholder:

America's Drive-In Corp.

By: 
Kenneth L. Keymer, President

Certificate

The undersigned, being the duly-elected Secretary of America's Drive-In Trust (the "Trust"), hereby certifies that he placed this Written Consent of the Sole Stockholder in the records of the Trust on the 16th day of June, 1997.


Michael T. Folks, Secretary

WRITTEN CONSENT OF THE SOLE STOCKHOLDER
of
America's Drive-In Trust

September 1, 1998

The undersigned, being the sole stockholder of America's Drive-In Trust (the "Trust"), a Pennsylvania business trust, hereby takes the following actions by unanimous written consent pursuant to the provisions of Section 4.04 of the Agreement and Deed of Trust of the Trust.

Re: Trustees

Whereas, the stockholder acknowledges the resignation of Michael T. Folks as a trustee of the Trust.

Whereas, the stockholder deems it in the Trust's best interest to elect Ronald L. Matlock as a trustee of the Trust.

Resolved, that the stockholder hereby elects Ronald L. Matlock to serve as a trustee of the Trust until the next annual meeting of the stockholders of the Trust and until the election or appointment of his qualified successor.

Dated as of the day and year first set forth above.

Stockholder:

Sonic Corp.

By:


Clifford Hudson, President

Certificate

The undersigned, being the duly-elected Secretary of America's Drive-In Trust (the "Trust"), hereby certifies that he placed this Written Consent of the Sole Stockholder in the records of the Trust on the 01 day of Sept, 1998.


Ronald L. Matlock, Secretary

(Corporate Seal)



Sonic Corp. & Subsidiaries

*Ken Keymer
President/Chief Operating Officer*

January 18, 2002

Mr. Ronald L. Matlock
Senior Vice President and General Counsel
Sonic Corp.
101 Park Avenue
Oklahoma City, Oklahoma 73102

Re: Resignation

Ron:

I hereby resign, effective January 18, 2002, as an officer, director and/or trustee of Sonic Corp. and its subsidiaries as listed below:

Sonic Corp.
Sonic Industries Inc.
Sonic Restaurants, Inc.
America's Drive-In Corp.
America's Drive-In Trust.

Director, President and Chief Operating Officer
Director and President
Director and President
Director and President
Trustee and President

Sincerely,


Kenneth L. Keymer
President/COO

Nov-04-2003 04:08pm From:SONIC LEGAL

+4052807516

T-497 P.002/005 F-699

**WRITTEN CONSENT OF THE SOLE STOCKHOLDER
OF
AMERICA'S DRIVE-IN TRUST**

July 30, 2002

The undersigned, being the sole stockholder of America's Drive-In Trust (the "Corporation"), a Pennsylvania business trust, in lieu of the annual meeting of stockholders following the fiscal year ended August 31, 2001, hereby takes the following action by unanimous written consent pursuant to the provisions of Section 4.04 of the Agreement and Deed of Trust of the Trust.

Trustees

Resolved, that the stockholder hereby elects each of the following individuals to serve as a trustee of the Trust until the next annual meeting of the stockholders of the Trust and the election or appointment of his or her qualified successor:

Pattye L. Moore
Ronald L. Matlock
Janice C. George

Dated as of the day and year first set forth above.

Stockholder:

America's Drive-In Corp.

By: Ronald L. Matlock

Ronald L. Matlock, Vice President

Certificate

The undersigned, being the duly-elected Secretary of America's Drive-In Trust (the "Trust"), hereby certifies that he placed this Written Consent of the Sole Stockholder in the corporate records of the Trust on the 30th day of July, 2002.

Ronald L. Matlock
Ronald L. Matlock, Secretary

LAVADIT 2002 July