

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S. Kinder Restaurants, Inc.		01/27/2003	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JR Kinder's Enterprises, Inc.		
<b>Street Address:</b>	1775 Hancock Street		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92110		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1485776	S. KINDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)614-7401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-614-7400		
<b>Email:</b>	smasetti@orrick.com		
<b>Correspondent Name:</b>	Susan L. Masetti		
<b>Address Line 1:</b>	1000 Marsh Road		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 94025		
<b>ATTORNEY DOCKET NUMBER:</b>	13132-1		
<b>NAME OF SUBMITTER:</b>	Susan L. Masetti		
<b>Total Attachments: 3</b>			
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CH \$40.00 1485776

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made from S. Kinders Restaurants, Inc., a Connecticut corporation whose principal place of business is 1764 Litchfield Turnpike, Woodbridge, Connecticut 06025 (the "Seller"), to JR Kinder's Enterprises, Inc., a California corporation, whose principal place of business is 1775 Hancock Street, Suite 130, San Diego, CA 92110 (the "Buyer").

WHEREAS, Seller is the owner of the marks and registrations thereof listed on Exhibit A attached here (the "Marks").

WHEREAS, Buyer desires to acquire, and Seller desires to transfer, sell, assign and convey to Buyer all of Seller's right, title and interest in and to the trademarks and/or service marks, all variations thereof, all related logos, trade dress and the goodwill of the business pertaining thereto in the Marks.

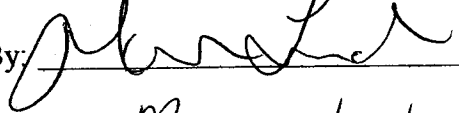
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Seller does hereby transfer, sell, assign, and otherwise convey to Buyer all of Seller's right, title and interest in and to the Marks, including all common law rights therein, free and clear of all liens and encumbrances, applications to register therefor, together with the goodwill of the business symbolized by the Marks and all claims for damages by reason of past infringements of the Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.
2. Seller represents and warrants that it has the full right and authority to make the transfer set forth in paragraph 1 above, that it owns the Marks free and clear of any liens or encumbrances.
3. Seller agrees to execute and deliver to Buyer such instruments of transfer and other documents as Buyer may reasonably request to effect the purpose of this assignment, and otherwise reasonably to cooperate with Buyer in connection with any matters relating to the Marks.

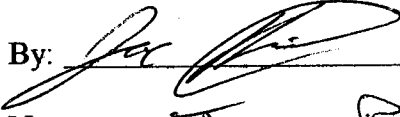
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed effective as of 1/27, 2003.

**S. KINDERS RESTAURANTS, INC.**

By:   
Name: Marvin Lender  
Title: Vice President

**JR KINDER'S ENTERPRISES, INC.**

By:   
Name: Joe Raines  
Title: CEO

**EXHIBIT A**

**Trademarks Assigned:**

Mark: S. KINDER  
Filed for in the United States on January 12, 1987  
Registration No.: 1,485,776  
Registration Date: April 19, 1988  
International Class 042 for "restaurant services"  
Date of First Use: October 27, 1986