

09-17-2003



OMB No. 0651-0011 (exp. 4/94)

102553999

To the Honorable Commissioner of Patents and Trademarks

original document or copy thereof.

1. Name of conveying party:

9-15-03

Schlotsky's, Inc.

Individual(s) Association
General Partnership Limited Partnership
X Corporation-State (Texas)
Other

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

3. Nature of conveyance:

X Assignment Merger
Security Agreement Change of Name
Other

Execution and Effective Date: June 7, 2003

2. Name and address of receiving party:

Name: Schlotsky's Franchisor, LLC

Internal Address:

Street Address: 203 Colorado Street, Suite 300

City: Austin State: Texas Zip: 78701

individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State

X Other: Limited Liability Company (Delaware)

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 X

4. Application number(s) or registration number(s): (See Schedule A attached to Assignment)

A. Trademark Application No.(s):
B. Trademark Registration No.(s):

Additional numbers attached? X Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William D. Raman

Internal Address: Thompson & Knight L.L.P.

Street Address: 1200 San Jacinto Center, 98 San Jacinto Blvd.

City: Austin State: Texas Zip: 78701-4081

6. Total number of applications and registrations involved: 24

7. Total fee (37 C.F.R. 3.41) \$ 615.00
\$40 for 1st...\$25 each additional

X Enclosed
X Authorized to be charged to deposit account if check insufficient or inadvertently omitted

8. Deposit account number: 20-0821/010665.000001

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William D. Raman
Name of Person Signing

Signature

9/10/03
Date

Total number of pages including cover sheet, attachments and documents: 4

Mail documents to be recorded with required cover sheet information to:

MAIL STOP ASSIGNMENT
RECORDATION SERVICES

Director of the United States Patent and Trademark Office
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Alexandria, VA 22313-1450

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01 FC:8521
02 FC:8522

40.00 OP
575.00 OP

010665-000001 AUSTIN 201167.1

CERTIFICATE OF MAILING
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date below:

9/10/03
Date

Signature
William D. Raman

Exhibit A
to the
Assignment of Trademark Rights

Country	Mark	Registration Number	Registration Date	Expiration Date	Application Number	Application Date	International Class Number
United States - Texas	BUN RUN	44636	3/12/85	3/9/05			42
United States - Texas	BEST BUNS IN TOWN	45936	2/3/86	8/3/06			42
United States - Texas	CENTRAL MARKET	53097	12/20/93	12/20/03			42
United States - Texas	SCHLOTZSKY'S CENTRAL MARKET	53096	12/20/93	12/20/03			42
United States - Texas	RUN YOUR BUNS OFF	44735	4/17/85	3/9/06			42
United States - Texas	Miscellaneous Design of Legged Bun Running	44637	3/12/85	3/9/05			42
United States of America	BUN RUN	1375154	12/10/85	12/10/05	526814	3/14/85	41
United States of America	A WHOLE WORLD OF FLAVORS IN EVERY BITE	1385566	3/4/86	3/4/06	552444	8/8/85	42
United States of America	ACCEPT NO SUBSTITUTES	1243303	6/21/83	6/21/03	737555,567	3/19/82	42
United States of America	TOP BUN	2239445	4/13/99	4/13/05	752444,484	2/20/97	30
United States of America	SCHLOTZSKY'S DELI	2239917	3/30/99	3/30/05	75464,596	4/8/98	42
United States of America	SCHLOTZSKY'S	1252537	9/27/83	9/27/03	737358,062	4/5/82	42
United States of America	SCHLOTZSKY'S	1775366	6/8/93	6/8/13	747328,161	11/2/92	29
United States of America	AMERICA'S FAVORITE DELI	(-)	(-)	(-)	76496,513	3/10/03	29
United States of America	TOP BUN	1632660	1/22/91	1/22/11	737733,357	6/9/88	42
United States of America	SCHLOTZSKY'S	1337033	5/21/85	5/21/05	505952	10/29/84	30
United States of America	BEST BUNS IN TOWN	1940035	12/5/95	12/5/05	741622,354	1/17/95	42
United States of America	SCHLOTZSKY'S DELI and Design (Home of the Original Logo)	2641418	10/29/02	10/29/08	75464,796	4/8/98	42
United States of America	BAKED FRESH DAILY and Design	1528939	3/7/89	3/7/09	737703,769	1/4/88	42
United States of America	SCHLOTZSKY	1147174	2/24/81	2/24/11	73184,259	9/1/78	30
United States of America	TOP BUN	1632407	1/22/91	1/22/11	737733,859	6/13/88	25
United States of America	SERIOUS PIZZA	1649784	7/2/91	7/2/11	74046,166	4/5/90	42
United States of America	SCHLOTZSKY'S	1190687	4/7/81	4/7/11	73184,241	9/1/78	42
United States of America	Miscellaneous Design of Legged Bun Running	2044593	3/11/87	3/11/07	741648,734	3/20/95	41
United States of America	RUN YOUR BUNS OFF	1956280	2/13/96	2/13/06	741648,733	3/20/95	41
United States of America	FUNNY NAME. SERIOUS SANDWICH	2041225	2/25/97	2/25/07	741662,750	4/18/95	42
United States of America	DELI DOLLARS	2519873	12/18/01	12/18/07	76196,877	1/19/01	42
United States of America	DELI DEAL	2322315	12/25/01	12/25/07	76196,896	1/19/01	42
United States of America	COOL DELI	2496141	10/9/01	10/9/07	76127,282	9/13/00	42
United States of America	COOL CLOUD	(-)	(-)	(-)	76451,349	9/17/02	43*

* Due to a reorganization of classifications, former Class 42 is now Class 43

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Agreement") is entered into as of midnight, at the end of the day on June 7, 2003 (the "Effective Date"), by and between Schlotzsky's, Inc., ("Assignor"), a Texas corporation, and Schlotzsky's Franchisor, LLC ("Assignee"), a Delaware limited liability company.

Whereas, Assignor is the owner of the trademarks and service marks specified in Exhibit A hereto (collectively, the "Mark(s)"), and has registered or filed registration applications therefor in the United States and other countries; and

Whereas, Assignee is desirous of acquiring the entire and exclusive rights, title and interest in and to the Mark(s);

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all its right, title and interest in and to said Marks, together with the goodwill of the business symbolized by the Marks, and the above identified registrations and registration applications thereof. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns.

This Agreement will be governed by and enforced in accordance with the principles of the laws of the State of Texas, without giving effect to any conflicts of law principles.

This Agreement will be binding on, and will inure to the benefit of the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

ASSIGNOR
Schlotzsky's, Inc.

ASSIGNEE
Schlotzsky's Franchisor, LLC

By: [Signature]
Name: Jeffrey J. Woolley
Title: Sr. Vice President
Date: June 1, 2003

By: [Signature]
Name: Jeffrey J. Woolley
Title: Sr. Vice President
Date: June 1, 2003

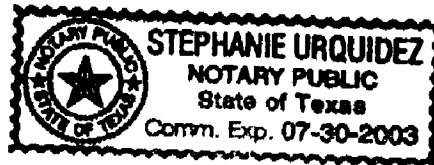
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared Jeffrey J. Woolley and Jeffrey J. Woolley, known to me to be the persons whose names are subscribed to the foregoing Assignment of Trademark Rights, and both of said persons acknowledged to me that they executed the same in the capacities and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of June, 2003.

[SEAL]

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



AUS:541879.2