

Form PTO-1594 (Rev. 10/03) OMB No. 0651-0027 (exp. 6/30/2005) Tap settings		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Sonny Bryan's Smokehouse, Inc. 2625 Seelco Drive Dallas, Texas 75235 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- Texas <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Smokehouse Investors, LP</u> Internal _____ Address: _____  Street Address: <u>2625 Seelco Dr.</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75235</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership <u>Texas</u> <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>if assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>12-31-96</u>			<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No (s) _____ B. Trademark Registration No (s) <u>2,248,429</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Kay Lyn Schwartz</u> Internal Address: <u>Gardere Wynne Sewell LLP</u> _____ _____ Street Address: <u>3000 Thanksgiving Tower</u> <u>1601 Elm Street</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201-4761</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 5px;">1</span> <b>7. Total fee (37 CFR 3.41).....\$</b> <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <b>8. Deposit account number:</b> <u>07-0153</u>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Kay Lyn Schwartz</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>6-10-04</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;">5</span> </div>					

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

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BILL OF SALE

Concurrently with the execution and delivery of this Bill of Sale and Assignment, Sonny Bryan's Smokehouse, Inc., a Texas corporation ("Seller"), is assigning and conveying to Smokehouse Investors, LP, a Texas limited partnership, whose mailing address is 2625 Seelcco Dr., Dallas, Texas 75235 ("Purchaser"), by a certain Assignment of Lease and Assumption Agreement (the "Conveyance"), all of Seller's right, title, and interest, as Tenant thereunder, in and to certain Lease Agreements dated January 1, 1996 (as amended) with Amstar/First Capital Joint Venture as Landlord, relating to certain premises located at 302 N. Market in Dallas, Texas; December 1, 1994 (as amended) with Roxford Capital Corporation as Landlord, relating to certain premises located at 325 N. St. Paul, in Dallas, Texas; and dated May 10, 1993 (as amended) with Seelcco Properties, Inc. as Landlord, relating to certain premises located at 2625 Seelcco, in Dallas, Texas.

It is the desire of Seller to hereby sell, assign, transfer and convey to Purchaser all of Seller's right, title and interest in and to ~~its trade name~~, furniture, furnishings, fixtures, machinery, fittings, appliances, apparatus, tools, equipment, systems, contracts, licenses, leases, warranties and guaranties, inventories, cash, deposits, prepaid expenses, accounts receivable and other items of personal property, both tangible and intangible, and replacements thereto, affixed or attached to, installed on, or placed or situated upon, or used or acquired in any way whatsoever in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Leased Premises (all of such properties and assets being collectively call the "Purchased Properties").

NOW, therefore, in consideration of FIVE HUNDRED FIFTY THREE THOUSAND and NO/100 (\$553,000.00) and other good and valuable consideration in hand paid by Purchaser to Seller, the receipt of which is hereby acknowledged in the form of certain a Promissory Note, dated December 31, 1996, executed by Purchaser payable to the order of Seller in the amount of FIVE HUNDRED FIFTY THREE THOUSAND, and NO/100's (\$553,000.00), the form of which is attached hereto as Exhibit A, and confessed by Seller. Seller does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the Purchased Properties.

TO HAVE AND TO HOLD the Purchased Properties unto Purchaser and Purchaser's successors and assigns forever, and Seller does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND, all and singular, title to the Purchased Properties unto Purchaser and Purchaser's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Seller, but not otherwise.

Seller hereby represents and warrants that Seller has the full power, authority and legal right to execute and deliver this Bill of Sale and Assignment.

Seller hereby constitutes and appoints Purchaser as Seller's true and lawful attorney, with full power of substitution, such power being irrevocable and coupled with an interest, for Seller and in Seller's name, place and stead, or otherwise, but on behalf of and for the benefit of Purchaser, to demand and receive from time to time any and all of the Purchased Properties hereby sold, assigned, transferred, set over and conveyed, or intended so to be, and to get receipts and releases for and in respect of the same or any part thereof, and from time to time to institute and prosecute in the name of Seller or otherwise, but at the expense and for the benefit of Purchaser, any may deem proper in order to collect, assert or enforce any claim, right or title, of any kind, in and to the Purchased Properties, and to defend and compromise any and all actions, suites or proceedings in respect of any of the said Purchased Properties, and generally to do all and any such acts and things in relation thereto as Purchaser shall deem advisable.

Simultaneously with the execution and delivery of this Bill of Sale and Assignment, Seller has executed and delivered to Purchaser the Conveyance and certain other documents and instruments in connection herewith or therewith. Nothing herein contained shall be deemed to limit or restrict the properties, assets and rights conveyed, assigned, transferred or granted to or acquired by Purchaser pursuant to the Conveyance or such other documents.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment to be effective as of the 31st day of December, 1996.

Seller:

Sonny Bryan's Smokehouse, Inc.  
a Texas corporation

By: 

Name: Michael Meehan  
Title: President

Purchaser:

Smokehouse Investors, LP  
a Texas Limited Partnership  
Smokehouse GP  
General Partner

By: 

Name: Terrance K. Wallberg  
Title: President

THE STATE OF TEXAS        }  
                                     }  
COUNTY OF DALLAS        }

This instrument was acknowledged before me on this 31st day of December, 1996, by Michael Meehan, President of Sonny Bryan's Smokehouse, Inc., a Texas corporation, on behalf of such corporation.



My Commission Expires:  
1-19-2001

Terri Stockton  
NOTARY PUBLIC in and for  
The State of Texas

Terri Stockton  
(Print Name of Notary Public)

THE STATE OF TEXAS        }  
                                     }  
COUNTY OF Dallas        }

This instrument was acknowledged before me on this 31st day of December, 1996, by Terrance K. Wallberg, President of Smokehouse GP Inc., a Texas corporation, General Partner of Smokehouse Investors LP, a Texas limited partnership, on behalf of such limited partnership.



My Commission Expires:  
3-19-2000

Judy Higgins  
NOTARY PUBLIC in and for  
The State of Texas

Judy Higgins  
(Print Name of Notary Public)