

TR

12-31-2003

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To the Director of the United States Patent and Trademark Office

original documents or copy thereof.

1. Name of conveying party(ies):

Koo Koo Roo, Inc.

12/29/03

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 8, 2003

2. Name and address of receiving party(ies):

Name: Magic Restaurants, LLC

Internal Address:

Street Address: 66 Cherry Hill Dr.

City: Beverly State: MA ZIP: 01915

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/105,332 76/527,424 76/513,050

B. Trademark Registration No.(s)

1,691,761 1,726,462 1,989,277

Additional numbers Yes No

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

Name: Richard L. Schwartz

Internal Address: 3500 City Center Tower II

12/30/2003 LINDLER 00000260 76105332

01 FC:8521 40.00 DP
02 FC:8522 375.00 DP

Street Address: 301 Commerce Street

City: Fort Worth State: TX ZIP: 76102

6. Total number of applications and registrations involved:.....

16

7. Total fee (37 CFR 3.41):.....\$ 5415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-2555

DEC 27 AM 8:26
OPR/FINANCE

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.

Teresa L. Gwynne

Name of Person Signing

Signature

December 22, 2002

Date

Total number of pages including cover sheet, attachments, and

11

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office

CONTINUATION OF ITEM 4

1884141

1890023

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ASSIGNMENT FROM KOO KOO ROO, INC.
TO MAGIC RESTAURANT LLC

TRADEMARK
REEL: 002889 FRAME: 0102

BILL OF SALE AND TRADEMARK ASSIGNMENT

WHEREAS, Koo Koo Roo, Inc., a Delaware corporation (the "Assignor"), has adopted and used certain trademarks, trade names, logos, and service marks, as set forth on Exhibit A attached hereto (the "Marks"), and is the owner of certain other intellectual property defined below;

WHEREAS, on October 8, 2003, the Assignor filed a voluntary petition (the "Bankruptcy Case") for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on October 9, 2003, the Assignor and Fuddruckers, Inc., a Texas corporation (the "Company") entered into a certain Asset Purchase Agreement, which was amended by a certain Amendment One dated as of October 20, 2003 (the "Agreement") whereby the Company agreed to purchase and acquire from the Assignor the Purchased Assets (as such term is defined in the Agreement) and to assume the Assumed Liabilities (as such term is defined in the Agreement) (the "Asset Purchase"), as the same are used to operate the Restaurants (as such term is defined in the Agreement) at the locations specified in Schedule 1.1(a) of the Agreement (the "Purchased Business") as a going concern;

WHEREAS, notwithstanding any other provision of the Agreement, Section 1.1(c) of the Agreement provides that the Company may elect to have the Assignor transfer any of the Purchased Assets (excluding any Assumed Contracts) to the Company's nominee;

WHEREAS, the Company has elected to transfer the Marks and the other Intellectual Property (as defined below) to its nominee, Magic Restaurants, LLC, a Delaware limited liability company (the "Assignee"), and the Assignor has agreed to such election;

WHEREAS, the execution of this Bill of Sale and Trademark Assignment by the Assignor is also a condition precedent under the Agreement to the Asset Purchase;

WHEREAS, by Order dated December 8, 2003 (the "Order"), a copy of which is attached hereto as Exhibit B, the Bankruptcy Court authorized, among other things, the sale and assignment of the Marks and other Intellectual Property to the Assignee;

WHEREAS, the Assignor has agreed to execute this Bill of Sale and Trademark Assignment pursuant to the terms of the Order and the Agreement; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement;

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

The Assignor hereby assigns, sells and transfers unto the Assignee, free and clear of all liens and other encumbrances pursuant to the Order, all right, title and interest in and to the following intellectual property: licenses, patents, copyrights, designs and drawings, technical manuals, patterns, processes, formulae, know-how, trade secrets, trademarks, service marks and trade names including without limitation the Marks, domain names, copyrights, intellectual property, shop rights, technology, inventions and discoveries, computer software (whether in source code or object code form), and other similar rights, including without limitation all confidential information, intellectual and similar intangible property rights, whether or not patentable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, and extensions, divisions, continuations, continuations-in-part, and reissuances of, any of the foregoing, all as used in connection with the Purchased Business (collectively, the "Intellectual Property") and all rights to sue for past, present and future infringement or other violations of the Intellectual Property, and all goodwill associated with any of the foregoing; without limiting the generality or effect of the foregoing (including the goodwill of the Business symbolized by the Marks), the Intellectual Property includes the rights in the name "Koo Koo Roo" and all trademark and service mark rights relating to such name, if any, along with the rights (common law or otherwise), registrations and logos and goodwill of the Business symbolized by the Marks relating thereto, if any, and to the design element and any variations or combinations thereof and the goodwill relating thereto.

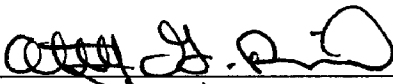
The Assignor hereby appoints each officer or other authorized representative of the Assignee as the Assignor's true and lawful attorney-in-fact ("Attorney-in-Fact"), with full power of substitution, for the Assignor and in its name, place and stead and on its behalf and for its use and benefit to execute and deliver all documents and instruments in such form and with such substance and to take all actions on behalf of the Assignor that such Attorney-in-Fact deems necessary, advisable or appropriate in order to transfer to and vest in the Assignee all of the foregoing rights in the Marks and other Intellectual Property and to otherwise effectuate the sale and assignment set forth herein, including without limitation any filings with the U.S. Patent and Trademark Office and any foreign patent and trademark offices, or their equivalent, that may be necessary to reflect the Assignee's title to the Marks. Without limiting the foregoing, the Assignee may file this Bill of Sale and Trademark Assignment in the U.S. Patent and Trademark Office and any foreign patent and trademark offices, or their equivalent, without any notice to the Assignor.

[Signatures on next page]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, and the Assignee, by its duly authorized officer, have executed this assignment on this 8th day of December, 2003.

ASSIGNOR

KOO KOO ROO, INC.

By: 
Name: Anthony G. Baril
Title: President and Treasurer

ASSIGNEE

MAGIC RESTAURANTS, LLC

By: _____
Name:
Title:

COMPANY

FUDDRUCKERS, INC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, and the Assignee, by its duly authorized officer, have executed this assignment on this 8th day of December, 2003.

ASSIGNOR

KOO KOO ROO, INC.

By: _____
Name:
Title:

ASSIGNEE

MAGIC RESTAURANTS, LLC

By: Keith Shutz
Name: Keith Shutz
Title: CFO & Secretary

COMPANY

FUDDRUCKERS, INC

By: Keith Shutz
Name: Keith Shutz
Title: CFO & Secretary

Exhibit A
to
Bill of Sale and Trademark Assignment

| Trademark Name | Jurisdiction | Case Number | Status | Appl Number | Reg. Number | Reg. Date | Classes |
|---|--------------|-------------|------------|-------------|-------------|-----------|---------------------------|
| Design (Turkey Bar Carving Station) | Australia | 14319-0028 | Registered | 1433/95 | 126786 | 5/23/96 | |
| KOO-KOO-ROO | Australia | 14319-0010 | Registered | | 554272 | 7/5/93 | 42 |
| Design (Turkey Bar Carving Station) | Austria | 14319-0026 | Registered | | 136743 | 7/25/91 | 29 and 42 |
| Design (Chicken Face) | Bahrain | 14319-0029 | Registered | 962/97 | 2371 | 12/13/98 | 35 |
| KOO KOO ROO | Bahrain | 14319-0010 | Registered | 963/97 | 2372 | 12/13/98 | 42 |
| KOO KOO ROO | Bahrain | 14319-0030 | Registered | 964/97 | 22202 | 6/17/00 | 30 |
| KOO-KOO-ROO | Benelux | 14319-0010 | Registered | 763465 | 499769 | 4/24/92 | 42 |
| Design (Chicken Head/Face) | Canada | 14319-0029 | Registered | 817413 | 482186 | 9/8/97 | [comparable to 29 and 42] |
| HAVE A MEAL TO YOUR HEALTH | Canada | 14319-0032 | Registered | 817552 | 497119 | 7/6/98 | [comparable to 42] |
| HAVE A MEAL TO YOUR HEALTH | Canada | 14319-0033 | Registered | 817415 | 493998 | 5/6/98 | [comparable to 35] |
| JUST FOR THE HEALTH OF IT | Canada | 14319-0023 | Registered | 817555 | 502288 | 10/15/98 | [comparable to 42] |
| KOO KOO ROO | Canada | 14319-0010 | Registered | 792385 | 467053 | 12/4/96 | [comparable to 42] |
| KOO KOO ROO (Logo; no hyphens) | Canada | 14319-0013 | Registered | 817412 | 493997 | 5/6/98 | [comparable to 29 and 42] |
| KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN | Canada | 14319-0007 | Registered | 817558 | 511647 | 5/10/99 | [comparable to 29 and 42] |

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|--|--------------------|------------|------------|--------------|--------------|----------|-----------------------|
| KOO-KOO-ROO | Canada | 14319-0024 | Registered | 681144 | 448755 | 10/13/95 | 29 |
| THE VEGETABLE STAND | Canada | 14319-0034 | Registered | 817553 | 482016 | 9/4/97 | [comparable to 42] |
| KOO KOO ROO (Logo; hyphens) | China | 14319-0011 | Registered | 960072368 | 1073170 | 8/7/97 | 29 |
| KOO KOO ROO (logo; hyphens) | China | 14319-0013 | Registered | 960079753 | 1103561 | 9/14/97 | 42 |
| KOO KOO ROO | China | 14319-0010 | Registered | 950126225 | 1013618 | 5/21/97 | 42 |
| KOU KOU LE (translation; word mark) | China | 14319-0037 | Registered | 960072369 | 1073169 | 8/7/97 | 29 |
| KOU KOU LE (translation; word mark) | China | 14319-0039 | Registered | 960079752 | 1103566 | 9/14/97 | 29 |
| KOO KOO ROO | Costa Rica | 14319-0010 | Registered | | 80.84 | 9/22/92 | 42 |
| KOO KOO ROO | Denmark | 14319-0010 | Registered | VA03.5031991 | VR02.5541992 | 4/10/92 | 42 |
| Design (Chicken Head/Face) | Egypt | 14319-0029 | Registered | 107995 | 107995 | 1/17/01 | 35 |
| KOO KOO ROO | Egypt | 14319-0010 | Registered | 107997 | 107997 | 1/15/01 | 42 |
| KOO KOO ROO | Egypt | 14319-0030 | Pending | 152891 | | | 29 |
| KOO-KOO ROO (one hyphen) | European Community | 14319-0010 | Registered | 116491 | 116491 | 2/2/99 | 29 and 42 |
| KOO-KOO-ROO | Finland | 14319-0010 | Registered | 2099/91 | 121204 | 8/20/92 | 42 |
| KOO-KOO-ROO | France | 14319-0027 | Registered | 298 938 | 1690553 | 7/18/91 | 29 and 42 |
| KOO KOO ROO | Hawaii | 14319-0010 | Registered | | 256095 | 11/9/01 | 42 |
| KOO KOO ROO | Hong Kong | 14319-0010 | Registered | 98-4671 | B15149 | 11/30/99 | 42 |

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|--------------------------------|--------------|------------|------------|-----------|---------|----------|-----------|
| KOO KOO ROO | Hong Kong | 14319-0024 | Registered | 98 4670 | B15148 | 11/30/99 | 29 |
| KOO KOO ROO | Indonesia | 14319-0024 | Registered | J98-12456 | 441365 | 3/1/00 | 29 |
| KOO-KOO-ROO | Indonesia | 14319-0010 | Registered | J98-12456 | 441367 | 3/1/00 | 42 |
| Design (Chicken Head/Face) | Israel | 14319-0029 | Registered | 110777 | 110777 | 4/5/98 | 35 |
| KOO KOO ROO | Israel | 14319-0037 | Registered | 110830 | 110830 | 5/6/98 | 29 |
| KOO-KOO-ROO | Israel | 14319-0010 | Registered | 110831 | 110831 | 6/4/98 | 42 |
| KOO KOO ROO | Japan | 14319-0010 | Registered | 58053 | 4607728 | 9/27/02 | 42 |
| DESIGN (CHICKEN FACE) | Jordan | 14319-0020 | Registered | | 46664 | 6/27/98 | 29 |
| DESIGN (CHICKEN FACE) | Jordan | 14319-0042 | Registered | | 46663 | 6/27/98 | 30 |
| DESIGN (CHICKEN FACE) | Jordan | 14319-0043 | Registered | | 46665 | 6/27/98 | 32 |
| KOO KOO ROO | Jordan | 14319-0010 | Registered | | 62366 | 5/15/01 | 42 |
| KOO KOO ROO | Jordan | 14319-0024 | Registered | 45301 | 45301 | 3/22/98 | 29 |
| KOO KOO ROO | Jordan | 14319-0030 | Registered | 45302 | 45302 | 3/22/98 | 30 |
| KOO KOO ROO | Jordan | 14319-0044 | Registered | | 45300 | 3/22/98 | 32 |
| KOO KOO ROO (Logo; hyphens) | Korea, South | 14319-0011 | Registered | 32592/97 | 419011 | 8/28/98 | 5 |
| KOO KOO ROO (Logo; hyphens) | Korea, South | 14319-0011 | Registered | 32598/97 | 417635 | 8/21/98 | 7 |
| KOO KOO ROO | Korea, South | 14319-0027 | Registered | 341/98 | 12 | 3/12/99 | 29 and 42 |

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|--|--------------------|------------|------------|-----------|------------|----------|-----------|
| KOO-KOO-ROO & DESIGN (with hyphens) | Korea, South | 14319-0035 | Registered | 32591/97 | 410423 | 7/15/98 | 2 |
| KOO-KOO-ROO | Korea, South | 14319-0010 | Registered | 1991-1797 | 17685 | 10/2/92 | 43 |
| Design (Chicken Head/Face) | Kuwait | 14319-0029 | Registered | 37550 | 33479 | 6/8/02 | 35 |
| KOO KOO ROO | Kuwait | 14319-0010 | Registered | 37886 | 33492 | 6/8/02 | 42 |
| Design (Chicken Head/Face) | Lebanon | 14319-0029 | Pending | 74080 | | | 35 |
| KOO KOO ROO | Lebanon | 14319-0010 | Registered | 39821 | 74375 | 12/2/97 | 29 and 42 |
| KOO-KOO-ROO | Mexico | 14319-0010 | Registered | | 430230 | 1/27/93 | 42 |
| CHARGILLED CHICKEN CHOP w/design | Nevada | 14319-0031 | Registered | | | 2/16/00 | 46 |
| Design (Turkey Bar Carving Station) | New Zealand | 14319-0028 | Registered | 26686 | 26686 | 5/10/95 | |
| KOO KOO ROO | New Zealand | 14319-0010 | Registered | 249352 | 249352 | 10/2/97 | 42 |
| KOO-KOO-ROO | Norway | 14319-0010 | Registered | 912630 | 152981 | 10/22/92 | 42 |
| KOO KOO ROO | Russian Federation | 14319-0010 | Registered | 95706233 | 146356 | 9/30/96 | 42 |
| KOO KOO ROO | Singapore | 14319-0024 | Registered | 6152/98 | T98/06152J | 6/19/98 | 29 |
| KOO KOO ROO | Singapore | 14319-0010 | Registered | 502495 | T95/05024B | 6/5/95 | 42 |
| KOO-KOO-ROO & DESIGN (with hyphens) | Singapore | 14319-0035 | Registered | 5000/96 | T96/05000I | 5/17/96 | 29 |
| KOO-KOO-ROO (logo; hyphens) | Singapore | 14319-0013 | Registered | 4999/96 | T96/04999Z | 5/17/96 | 42 |
| KOO KOO ROO | South Africa | 14319-0010 | Pending | 95/6492 | | | 42 |

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|---|----------------|------------|------------|------------|-----------|----------|------------|
| KOO KOO ROO (logo; no hyphens) | Spain | 14319-0013 | Registered | 2.033.283 | 2.033.283 | 3/20/97 | 42 |
| KOO-KOO-ROO | Sweden | 14319-0010 | Registered | 91-04122 | 235 955 | 6/5/92 | 42 |
| KOO KOO ROO | Taiwan | 14319-0010 | Registered | 87032153 | 111852 | 7/1/99 | 42 |
| KOO-KOO-ROO (logo; hyphens) | Taiwan | 14319-0024 | Registered | 89055264 | 982037 | 1/16/02 | 29 |
| KOO-KOO-ROO CALIFORNIA KITCHEN & Design (hyphens) | Thailand | 14319-0036 | Registered | 359953 | TM105606 | 1/18/00 | 29 |
| KOO-KOO-ROO (logo) | Thailand | 14319-0010 | Registered | 359954 | SM8846 | 11/9/99 | 42 |
| Design (Chicken Head/Face) | United Kingdom | 14319-0029 | Registered | 2114888 | 2114888 | 7/18/97 | 29, 35, 42 |
| KOO KOO ROO (Logo; no hyphens; series) | United Kingdom | 14319-0025 | Registered | 1467628 | 1467628 | 10/22/93 | 42 |
| KOO KOO ROO (Logo; no hyphens; series) | United Kingdom | 14319-0025 | Registered | 1467627 | 1467627 | 6/17/91 | 29 |
| CHICKEN WITH EXCEPTIONAL TASTE | United States | 14319-0001 | Published | 76/105,332 | | | 42 |
| DESIGN (CHICKEN FACE) | United States | 14319-0020 | Registered | 74/139,393 | 1691761 | 6/9/92 | 29 |
| DESIGN (CHICKEN FACE) | United States | 14319-0021 | Registered | 74139399 | 1726462 | 10/20/92 | 42 |
| FRESH, FAST, FLAVORFUL | United States | 14319-0041 | Pending | 76/527,424 | | | 29, 30, 42 |
| FRESH, FLAVORFUL AND FAST | United States | 14319-0040 | Pending | 76/513050 | | | 29, 30, 42 |
| JUST FOR THE HEALTH OF IT | United States | 14319-0023 | Registered | 74/602,786 | 1989277 | 7/23/96 | 42 |
| KOO KOO ROO | United States | 14319-0010 | Registered | 74/520,859 | 1884141 | 3/14/95 | 42 |

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|---|---------------|------------|------------|------------|---------|----------|----|
| KOO KOO ROO (Logo) | United States | 14319-0011 | Registered | 74/520,858 | 1890023 | 4/18/95 | 29 |
| KOO KOO ROO (Logo) | United States | 14319-0013 | Registered | 73/770,031 | 1586199 | 3/6/90 | 42 |
| KOO KOO ROO GOOD FOR YOO | United States | 14319-0018 | Registered | 75/178,163 | 2165186 | 6/16/98 | 42 |
| KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN | United States | 14319-0007 | Registered | 75/698,167 | 2531144 | 1/22/02 | 29 |
| KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN | United States | 14319-0017 | Registered | 75/698,031 | 2366152 | 7/11/00 | 29 |
| KOO KOO ROO STUFFERS | United States | 14319-0002 | Registered | 76/022,801 | 2446386 | 4/24/01 | 29 |
| KOO-KOO-ROO | United States | 14319-0024 | Registered | 73/706986 | 1522786 | 1/31/89 | 29 |
| LEAD | United States | 14319-0019 | Registered | 75/062,787 | 2114661 | 11/18/97 | 41 |
| THE VEGETABLE STAND SALADS | United States | 14319-0009 | Registered | 74/648,542 | 2116595 | 11/25/97 | 42 |
| KOO-KOO-ROO | Venezuela | 14319-0010 | Registered | | 442-S | 6/10/94 | 42 |