



08-12-2004

ERCE Office

6/9/04

RECORDATION FORM FOR TRADEMARKS



102812207

To the Director of the U. S. Patent and Trademark Office: Please record the enclosed documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Ranch #1, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) December 31, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Kahala Franchise Corp.

Internal

Address: Attn: Legal Dept.

Street Address: 7730 East Greenway Rd., Suite 104

City: Scottsdale

State: Arizona

Country: U.S. Zip: 85260

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware, U.S.
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

08/11/2004 METACHE 00000040 2711500

40.00 DF

150.00 DF

B. Trademark Registration No.(s)

2, 711, 500 See attached page for additional trademarks

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Ranch 1 Grilled Chicken (words, number, + design) See attached page for additional marks

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

Name: Kahala Franchise Corp.

Internal Address: Attn: Legal Dept., Gina Sciara

Street Address: 7730 East Greenway Rd., Suite 104

City: Scottsdale

State: Arizona Zip: 85260

Phone Number: (480) 443-0200

Fax Number: (480) 443-1972

Email Address: gsciara@kahalacorp.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Gina Sciara
Signature

Gina Sciara
Name of Person Signing

August 4, 2004
Date

Total number of pages including cover sheet, attachments, and document: 5

**ATTACHMENT TO TRADEMARK RECORDATION
FORM COVER SHEET—Page 2**

CONTINUATION OF ITEM 4.

Registration Numbers and description of Trademarks

(Assignor—*Ranch *1, Inc.*, Assignee—*Kahala Franchise Corp.*)

Trademark Registration No.

Trademark Description

2,711,499

**RANCH 1
(word, number, & design)**

2,707,230

Chicken Head design

2,598,608

**CLASSIC 1 & sun design
(word, number, & design)**

2,270,282

THE GRILLED CHICKEN BARONS

2,244,006

THE BEST GRILLED CHICKEN SANDWICH ON EARTH

1,675,512

**RANCH 1 & sun design
(word, number, & design)**

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made effective as of December 31, 2003 (the "Effective Date"), by and between Ranch * 1, Inc., a Delaware corporation ("ASSIGNOR"), and Kahala Franchise Corp., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") and other intellectual property (the "Property") as described in "Exhibit A", attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the Marks and the Property and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property, as well as ASSIGNOR's right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the Marks and the Property, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present, and future infringements or misappropriations of the Marks and the Property herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.


ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks and the Property.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have duly executed and delivered this Assignment Agreement as of the day and year first above written.


ASSIGNOR:

RANCH *1, INC., a Delaware corporation

By: 
Its: President

ASSIGNEE:

KAHALA FRANCHISE CORP., a Delaware corporation

By: 
Its: VP-General Counsel