

**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>
III Forks Real Estate, L.P.		06/21/2000	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	III Forks Dallas, L.P.		
<b>Composed Of:</b>	COMPOSED OF III Forks Restaurants GP, L.L.C., General Partner		
<b>Street Address:</b>	12200 Stemmons Freeway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2295898		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)756-8678		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214 740 8678		
<b>Email:</b>	kparis@lockeliddell.com		
<b>Correspondent Name:</b>	Kristen R. Paris		
<b>Address Line 1:</b>	2200 Ross Ave., Suite 2200		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Kristen R. Paris		
<b>Signature:</b>	/kristenrparis/		
<b>Date:</b>	03/04/2005		

CH \$40.00 2295898

Total Attachments: 2

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PARTIAL ASSIGNMENT OF ASSET PURCHASE AND SALE AGREEMENT

THIS PARTIAL ASSIGNMENT OF ASSET PURCHASE AND SALE AGREEMENT ("Partial Assignment"), is made as of this 21<sup>st</sup> day of June, 2000, by and between III FORKS REAL ESTATE, L.P., a Delaware limited partnership ("Buyer"), and III FORKS DALLAS, L.P., a Delaware limited partnership ("Assignee"). All initially capitalized terms used herein which are not otherwise defined herein shall have the meanings given thereto in the Asset Purchase Agreement (as such term is defined below).

RECITALS

A. Under and by virtue of that certain Asset Purchase and Sale Agreement dated as of May 26, 2000, as amended (the "Asset Purchase Agreement") made between Buyer and the parties therein individually defined as a "Seller" and collectively as the "Sellers", Buyer agreed to acquire, and Sellers agreed to sell, the Assets, which included without limitation, the Property as therein defined.

B. Buyer and Assignee desire to enter into this Partial Assignment to, among other things, partially assign Buyer's rights and interests in the Asset Purchase Agreement to Assignee and to evidence Assignee's assumption of certain of Buyer's obligations and liabilities under the Asset Purchase Agreement in the manner hereinafter appearing.

ASSIGNMENT:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Assignee agree as follows:

(a) Partial Assignment of Asset Purchase Agreement. Buyer hereby assigns and transfers to Assignee all of Buyer's right, title, claim, interest and obligations under the Asset Purchase Agreement as they relate to the purchase of the Assets, save and except (i) the Land, (ii) the Improvements, (iii) the Personal Property insofar as same comprise fixtures attached to and forming part of the Land and the Improvements (the "Fixed Personal Property"), (iv) Seller's interest in all warranties, guaranties and bonds relating to the Land, the Improvements and the Fixed Personal Property, to the extent that same are assignable, and (v) all site plans, surveys, plans and specifications, floor plans, art work, brochures, which relate to the Land, the Improvements or the Fixed Personal Property, to the extent that same are assignable. Items (i) –(v) inclusive in this subparagraph (a) are herein described as the "Retained Property".

(b) Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all obligations of Buyer under the Asset Purchase Agreement, in accordance with the terms thereof, except in relation to the Retained Property.

(c) Liability. Buyer shall remain liable under the Asset Purchase Agreement for the performance of all obligations of Buyer set forth therein insofar as they relate to the Retained Property, and Assignee shall be liable under the Asset Purchase Agreement for the performance of all obligations of Buyer set forth therein insofar as they relate to the Assets other than the Retained Property.

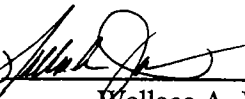
(d) Governing Law. This partial Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Partial Assignment as of the day and year first above written.

BUYER:

III FORKS REAL ESTATE, L.P.,  
a Delaware limited partnership

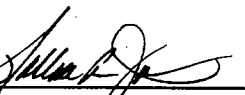
By: III Forks Restaurants GP, L.L.C.,  
General Partner

By:   
Wallace A. Jones, Manager

ASSIGNEE:

III FORKS DALLAS, L.P.,  
a Delaware limited partnership

By: III Forks Restaurants GP, L.L.C.,  
General Partner

By:   
Wallace A. Jones, Manager