

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boston Chicken, Inc.		03/11/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	McDONALD'S CORPORATION		
Street Address:	ONE McDONALD'S PLAZA		
City:	OAK BROOK		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2237987		
CORRESPONDENCE DATA			
Fax Number:	(630)623-5011		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	630.623.8648		
Email:	julie.arizzi@mcd.com		
Correspondent Name:	JULIE ARIZZI		
Address Line 1:	ONE McDONALD'S PLAZA		
Address Line 4:	OAK BROOK, ILLINOIS 60523		
NAME OF SUBMITTER:	SHEILA LEHR		
Signature:	/SHEILA LEHR/		
Date:	03/11/2005		

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Total Attachments: 4
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ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, Boston Chicken, Inc., a corporation organized and existing under the laws of Delaware, having a principal place of business at 14123 Denver West Parkway, Golden, Colorado 80401, U.S.A. ("ASSIGNOR"), as debtor and a debtor in possession in a case pending under Chapter 11 of the United States Bankruptcy Code, is the owner of the entire right, title and interest in and to certain trademarks in the United States (hereinafter the "Trademarks"), including the goodwill of the business symbolized thereby and associated therewith and further including the Trademark Registrations and Trademark Applications therefor as set forth on the Schedules attached hereto and incorporated herein.

WHEREAS, pursuant to that certain agreement entitled "Asset Purchase Agreement," dated November 30, 1999, as amended, (the "Agreement") by and among ASSIGNOR and other Sellers thereunder and Golden Restaurant Operations, Inc., a Delaware corporation, and McDonald's Corporation (with respect to Sections 5 and 12 only) and pursuant to which ASSIGNOR desires to assign to McDonald's Corporation, a corporation organized and existing under the laws of Delaware, having a principal place of business at One McDonald's Plaza, Oak Brook 60523, Illinois, U.S.A. ("ASSIGNEE"), as designee of Golden Restaurant Operations, Inc., ASSIGNOR'S entire right, title and interest in and to the above-identified Trademarks, including the goodwill of the business symbolized thereby and associated therewith and further including the Trademark Registrations and Trademark Applications therefor as set forth on the attached Schedules, and McDonald's Corporation desires to accept such assignment.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

In order to make and record a specific formal Assignment of the transfer of said Trademarks and their associated goodwill and the Trademark Registrations and Trademark Applications therefor as set forth on the attached Schedules from ASSIGNOR to ASSIGNEE,

BE IT KNOWN that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, ASSIGNOR'S entire right, title and interest in and to said Trademarks, including the goodwill of its business symbolized thereby and associated therewith and further including said Trademark Registrations and Trademark Applications therefor as set forth on the attached Schedules, together with all claims for past, present and future damages by reason of infringement of said Trademarks with the right to sue for and collect the same for ASSIGNEE's own use and for the use of its successors, assigns and other legal representatives.

And ASSIGNOR does hereby covenant and agree, for itself and its successors and assigns, including the Plan Trustee, that it will assist ASSIGNEE, without expense to itself or its successors or assigns, including the Plan Trustee, in any litigation or other proceeding which may arise involving said Trademarks, and that it will execute and deliver to ASSIGNEE, without expense to ASSIGNOR, any and all additional documents and perform any further acts necessary to vest in ASSIGNEE the rights hereby conveyed and to record this Assignment of said Trademarks, and any of them, in the United States of any state thereof.

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have caused this

instrument to be signed by their duly authorized officers as shown below.

Boston Chicken, Inc. (ASSIGNOR)

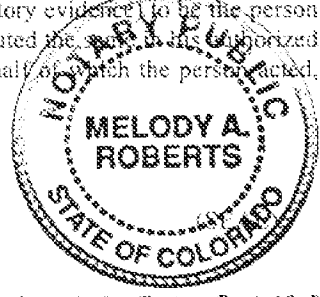
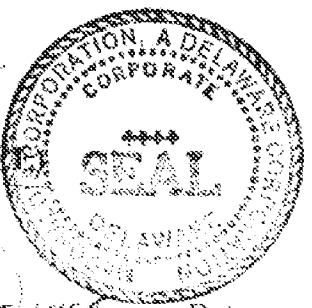
By: Amy S. Powers
Name: Amy S. Powers
Title: Corporate Secretary

Date: May 26, 2000

State of Colorado)
County of Jefferson) SS.

On May 26, 2000 before me, Melody A. Roberts, Notary Public, personally appeared Amy S. Powers personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Melody A. Roberts
Notary Public



My Commission Expires Sept. 12, 2000

McDonald's Corporation (ASSIGNEE)

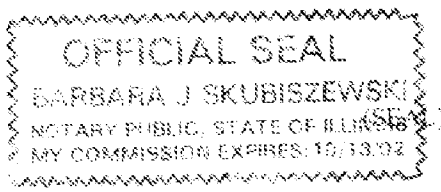
By: Catherine A. Griffin
Name: Catherine A. Griffin
Title: Corporate Secretary Assistant Vice President

Date: 5-26-00

State of Illinois)
County of DePage) SS.

On May 26, 2000 before me, Barbara J. Skubiszewski, Notary Public, personally appeared Catherine A. Griffin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Barbara J. Skubiszewski
Notary Public



Acknowledged and Agreed to this 26th day of May, 2000

Gerald K. Smith, Plan Trustee

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be signed by their duly authorized officers as shown below.

Boston Chicken, Inc. (ASSIGNOR)

By: _____

Name: _____

Title: Corporate Secretary

Date: _____

State of _____)

) SS.

County of _____)

On _____, 2000 before me, _____, Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

McDonald's Corporation (ASSIGNEE)

By: _____

Name: _____

Title: Corporate Secretary

Date: _____

State of _____)

) SS.

County of _____)

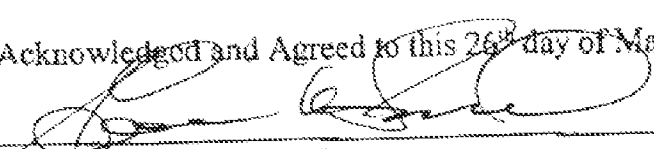
On _____, 2000 before me, _____, Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

Acknowledged and Agreed to this 26th day of May, 2000



Gerald K. Smith, Plan Trustee