

11-30-2004

RE



102891177

11/26/04

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

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

HDOS Enterprises  
5601 Palmer Way  
Carlsbad, CA 92008

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

Citizenship (see guidelines) California

Execution Date(s) 10/28/04

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Juicy Lucy Acquisitions, LLC

Internal

Address:

Street Address: 300 International Pkwy.

City: Heathrow

State: Florida

Country: USA Zip: 32746

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship

Other LLC Citizenship Florida

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)

74089702

B. Trademark Registration No.(s)

1657535

Additional sheet(s) attached?  Yes  No

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

Juicy Lucy's and Design

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

Name: The Roy Law Firm, PL

Internal Address: William G. Roy, III

Street Address: 411 W. Central Pkwy.

City: Altamonte Springs

State: Florida Zip: 32714

Phone Number: (407) 869-1414

Fax Number: (407) 869-9559

Email Address: wgr@roylawfirm.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

- 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:

Signature  
William G. Roy, III

11/23/04  
Date

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#100

40.00 DP  
125.00 DP

11/29/2004 1657535-10000091 74089702

01 FC:6521  
02 FC:6522

Additional registration information as noted in Question 4B on cover Sheet:

<b>4A. Trademark Application No.(s)</b>	<b>4B. Trademark Registration No.(s)</b>	<b>4C. Identification or Description of Trademark(s)</b>
74089109	1658596	Juicy Lucy's and Design
74089108	1668878	Juicy Lucy's
78345551	Applied for	Juicy Lucy's Drive-Thru and Design
78345533	Applied for	Juicy Lucy's Design
73095575	1116204	Juicy Lucy

## ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** is made this 28 day of October, 2004, by **HDOS ENTERPRISES**, a California corporation, duly authorized to conduct business in the State of Florida ("**Assignor**"), whose mailing address is 5601 Palmer Way, Carlsbad, CA 92008; and **JUICY LUCY ACQUISITIONS, LLC** a Florida limited liability company ("**Assignee**"), whose mailing address is 300 International Parkway, Suite 100, Heathrow, FL 32746.

**WHEREAS**, Assignor is the owner of that certain trademark identified as follows: the ("**Trademark**"); and

<b>Mark:</b>	<u>Juicy Lucy's and Design</u>
<b>Registration Number:</b>	<u>1657535</u>
<b>Serial Number:</b>	<u>74089702</u>
<b>Date Registered:</b>	<u>9/17/1991</u>

**WHEREAS**, as part of the Asset Purchase Agreement dated September 15, 2004, by and between Assignor and Assignee, Assignor desires to assign its interest in the Trademark to Assignee and Assignee desires to assume Assignor's rights and obligations under the Trademark;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and other rights, in and to the Trademark.
2. **Effective Date.** This Assignment shall be effective as of the close of business on October 28, 2004, (the "Closing Date").
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
  - a) Assignor has the right, power, and authority to enter into this Agreement;
  - b) Assignor, to the best of its knowledge, is the exclusive owner of all right, title, and interest, including all intellectual property rights, in the Trademark;


- c) Prior to the Closing Date, Assignor shall obtain a release of all liens, security interests, encumbrances or licenses, to which the Trademark is subject;
- d) To the best knowledge of Assignor, the Trademark does not infringe the rights of any person or entity;
- e) To the best knowledge of Assignor, there are no claims pending or threatened with respect to Assignor's rights in the Trademark; and
- f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

4. **Assignment Contingent.** This Assignment is contingent on the successful closing of the Asset Purchase Agreement, dated September 15, 2004, by and between Assignor and Assignee. Any default under this Assignment shall be deemed to be a default under the Asset Purchase Agreement.

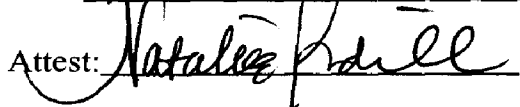
IN WITNESS WHEREOF, the parties have duly executed or caused these presents to be executed as of the dates set forth below.

**ASSIGNOR:**

**HDOS Enterprises,  
a California corporation**

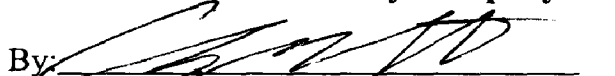
By:   
Fredrica Thode, President

Date: 10-26-04

Attest: 

**ASSIGNEE:**

**JUCY LUCY ACQUISITIONS, LLC,  
a Florida Limited Liability Company**

By:   
Christopher Swartz, Managing Member

Date: 10/28/04

Attest: 

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**WHEREAS**, Assignor is the owner of that certain trademark identified as follows: the ("**Trademark**"); and

<b>Mark:</b>	<u>Juicy Lucy's and Design</u>
<b>Registration Number:</b>	<u>1658596</u>
<b>Serial Number:</b>	<u>74089109</u>
<b>Date Registered:</b>	<u>9/24/1991</u>

**WHEREAS**, as part of the Asset Purchase Agreement dated September 15, 2004, by and between Assignor and Assignee, Assignor desires to assign its interest in the Trademark to Assignee and Assignee desires to assume Assignor's rights and obligations under the Trademark;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and other rights, in and to the Trademark.
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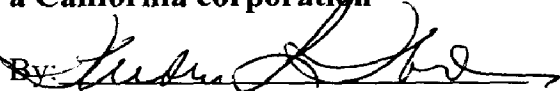
- c) Prior to the Closing Date, Assignor shall obtain a release of all liens, security interests, encumbrances or licenses, to which the Trademark is subject;
- d) To the best knowledge of Assignor, the Trademark does not infringe the rights of any person or entity;
- e) To the best knowledge of Assignor, there are no claims pending or threatened with respect to Assignor's rights in the Trademark; and
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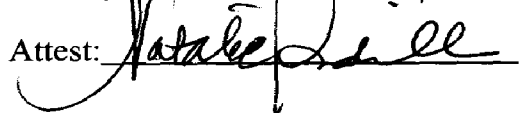
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**HDOS Enterprises,  
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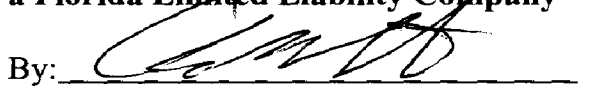
By:   
Fredrica Thode, President

Date: 10/26/04

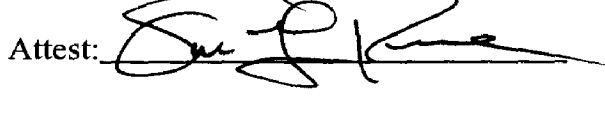
Attest: 

**ASSIGNEE:**

**JUCY LUCY ACQUISITIONS, LLC,  
a Florida Limited Liability Company**

By:   
Christopher Swartz, Managing Member

Date: 10/28/04

Attest: 




- c) Prior to the Closing Date, Assignor shall obtain a release of all liens, security interests, encumbrances or licenses, to which the Trademark is subject;
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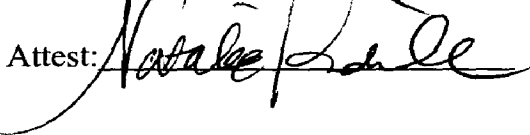
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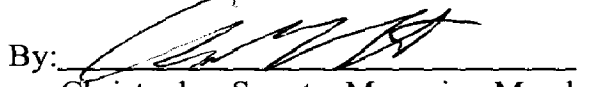
By:   
Fredrica Thode, President

Date: 10-26-04

Attest: 

**ASSIGNEE:**

**JUCY LUCY ACQUISITIONS, LLC,  
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By:   
Christopher Swartz, Managing Member

Date: 10/28/04

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WHEREAS, Assignor is the owner of that certain trademark identified as follows: the ("*Trademark*"); and

Mark:	<u>Juicy Lucy's Drive-Thru and Design</u>
Registration Number:	<u>N/A</u>
Serial Number:	<u>78345551</u>
Date Registered:	<u>12/24/2003</u>

WHEREAS, as part of the Asset Purchase Agreement dated September 15, 2004, by and between Assignor and Assignee, Assignor desires to assign its interest in the Trademark to Assignee and Assignee desires to assume Assignor's rights and obligations under the Trademark;

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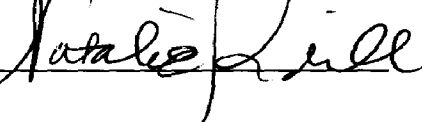
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Date: 10-26-04

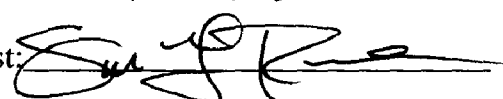
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<b>Mark:</b>	<u>Juicy Lucy's Design</u>
<b>Registration Number:</b>	<u>N/A</u>
<b>Serial Number:</b>	<u>78345533</u>
<b>Date Registered:</b>	<u>12/24/2003</u>

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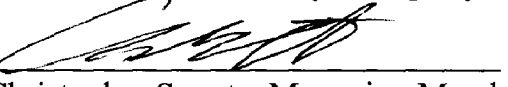
By:   
Fredrica Thode, President

Date: 10-26-04

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By:   
Christopher Swartz, Managing Member

Date: 10/08/04

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**WHEREAS**, Assignor is the owner of that certain trademark identified as follows: the ("**Trademark**"); and

<b>Mark:</b>	<u>Juicy Lucy</u>
<b>Registration Number:</b>	<u>1116204</u>
<b>Serial Number:</b>	<u>73095575</u>
<b>Date Registered:</b>	<u>4/3/1979</u>

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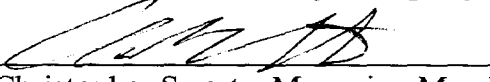
By:   
Fredrica Thode, President

Date: 10-20-04

Attest: 

**ASSIGNEE:**

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Christopher Swartz, Managing Member

Date: 10/28/04

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