

05-17-2005



DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 03/30/2005)

103004321

### TRADEMARKS ONLY

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):**

NICAR HOLDING COMPANY

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: OHIO
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**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 ROAD, 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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) MARCH 31, 2004

- Assignment                       Merger *Reel/Frame 003026/0541*
- Security Agreement               Change of Name
- Other *Correction of a reg. number in a cover sheet previously recorded.*

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,853,019 ; 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):

THE GREAT STEAK & POTATO COMPANY (words & design) ; see attached page for additional trademarks

**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 ROAD

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:**

14

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- 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

April 21, 2005  
Date

Gina Sciara

Name of Person Signing

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

5

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

05/16/2005 ECOOPER 00000026 2853019

01 FC:8521

40.00 DP

TRADEMARK  
REEL: 003161 FRAME: 0945

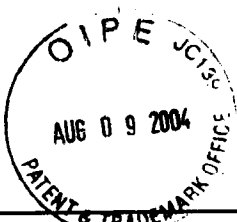
**ATTACHMENT TO TRADEMARK RECORDATION FORM  
COVER SHEET—Page 2**

**CONTINUATION OF ITEM 4.**

**Registration Numbers and description of Trademarks**

**(Assignor—*Nicar Holding Company*; Assignee—*Kahala Franchise Corp.*)**

<b><u>Trademark Registration No.</u></b>	<b><u>Trademark Description</u></b>
2,749,878	TURKEY PHILLY
2,749,879	CHICKEN PHILLY
2,665,734	VEGGIE DELIGHT
2,642,137	AMERICA'S PREMIER CHEESESTEAK
2,236,184	LEAF Design (design only)
2,176,104	CHIBA
1,807,880	THE GREAT STEAK & POTATO COMPANY (words & design)
1,786,966	THE GREAT STEAK & FRY COMPANY (words & design)
1,758,553	TURKEY PHILADELPHIA
1,758,552	CHICKEN PHILADELPHIA
1,727,908	HAM EXPLOSION
1,379,741	THE GREAT STEAK & FRY COMPANY (words & design)
1,363,828	KING POTATO & design (words & design)



08-12-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (Exp. 6/30/2005)

RCE  
office



102812209

8/9/04

RECORDATION FORM COVER  
TRADEMARKS OFFICE

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):

Nicar Holding Company

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) March 31, 2004

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: Kahala Franchise Corp.

Internal Address: Attn: Legal Dept.

Street Address: 7730 East Greenway Rd.,

City: Scottsdale Suite 104

State: Arizona

Country: U.S. Zip: 85260

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)  
METACHE 00000046 2852019

40.00 DP  
325.00 DP

Please amend reg. no. to →

B. Trademark Registration No.(s)

~~2,852,019~~ See Attached Page for  
~~2,853,019~~ 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):

The Great Steak & Potato Company; See Attached page for additional trademarks (words & design)

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:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- 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

August 4, 2004  
Date

Gina Sciara  
Name of Person Signing

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

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

08/11/2004  
01 FC:8521  
02 FC:1522

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

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1,727,908	HAM EXPLOSION
1,379,741	THE GREAT STEAK & FRY COMPANY (words & design)
1,363,828	KING POTATO & design (words & design)

## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made effective as of March 31, 2004 (the "Effective Date"), by and between Nicar Holding Company, an Ohio 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:**

**NICAR HOLDING COMPANY, an Ohio corporation**

By:   
Its: President

**ASSIGNEE:**

**KAHALA FRANCHISE CORP., a Delaware corporation**

By:   
Its: VP-General Counsel

**EXHIBIT A**

**Schedule of Trademarks and Intellectual Property**

<u>MARK</u>	<u>APPL./REG. No.</u>	<u>STATUS</u>	<u>REGISTRATION DATE</u>
THE GREAT STEAK & POTATO COMPANY (words & design)	<del>2,852,019</del> 2,853,019	Registered	June 15, 2004
TURKEY PHILLY	2,749,878	Registered	August 12, 2003
CHICKEN PHILLY	2,749,879	Registered	August 12, 2003
VEGGIE DELIGHT	2,665,734	Registered	December 24, 2002
AMERICA'S PREMIER CHEESESTEAK	2,642,137	Registered	October 29, 2002
LEAF Design (Design only)	2,236,184	Registered	March 30, 1999
CHIBA	2,176,104	Registered	May 5, 1998
THE GREAT STEAK & POTATO COMPANY (words & design)	1,807,880	Registered	November 30, 1993
THE GREAT STEAK & FRY COMPANY (words & design)	1,786,966	Registered	August 10, 1993
TURKEY PHILADELPHIA	1,758,553	Registered	March 16, 1993
CHICKEN PHILADELPHIA	1,758,552	Registered	March 16, 1993
HAM EXPLOSION	1,727,908	Registered	October 27, 1992
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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.

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By:   
Its: President

**ASSIGNEE:**

**KAHALA FRANCHISE CORP., a Delaware corporation**

By:   
Its: VP-General Counsel

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**Attorney of Record** MICHAEL S HARGIS  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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