

**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>
Quik-to-Fix Foods, Inc.		08/14/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Advance Food Company, Inc.
<b>Street Address:</b>	201 S. Raleigh Road
<b>City:</b>	Enid
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	73701
<b>Entity Type:</b>	CORPORATION: OKLAHOMA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1903684	BREAKFAST PALS
Registration Number:	1662616	CHAR D'OEUVRE
Registration Number:	1558271	CHARSTEAKS
Registration Number:	1567718	CRISP N TENDER
Registration Number:	1480931	GORGES
Registration Number:	1863397	MESQUITE BROIL
Registration Number:	1040675	QUIK-TO-FIX
Registration Number:	2176679	Q QUIK-TO-FIX FOODS
Registration Number:	1693360	REDI RIBS
Registration Number:	2417880	SINDIE'S QUALITY FOODS
Registration Number:	1669611	TASTYRIB
Registration Number:	1537518	TEJITA BITES
Registration Number:	1537517	TEJITAS
Registration Number:	1479792	TENDERBROIL

**CH \$515.00 1903684**

Serial Number:	78284476	CHOMPS
Serial Number:	78284577	CHOMPS TAKE A BITE!
Serial Number:	78367042	PHILLY FREEDOM
Serial Number:	78387487	PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS
Serial Number:	78372161	PUB STEAK BURGER
Serial Number:	78372175	PUB STYLE BURGER

**CORRESPONDENCE DATA**

Fax Number: (405)228-7302  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (405) 552-2302  
Email: cliff.dougherty@mcafeetaft.com  
Correspondent Name: Clifford C. Dougherty, III  
Address Line 1: 211 North Robinson  
Address Line 2: 10th Floor, Two Leadership Square  
Address Line 4: Oklahoma City, OKLAHOMA 73102

ATTORNEY DOCKET NUMBER:	232.3
NAME OF SUBMITTER:	Clifford C. Dougherty, III
Signature:	/Clifford C. Dougherty, III/
Date:	08/16/2006

Total Attachments: 6  
source=Assign#page1.tif  
source=Assign#page2.tif  
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source=Assign#page5.tif  
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## RECORDATION FORM COVER SHEET 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):**

QUIK-TO-FIX FOODS, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware  
 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: Advance Food Company, Inc.

Internal Address: 201 S. Raleigh Road

Street Address: \_\_\_\_\_

City: Enid

State: Oklahoma

Country: USA Zip: 73701-7800

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Oklahoma  
 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) August 14, 2006

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

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

A. Trademark Application No.(s)

**See attached Schedule A**

B. Trademark Registration No.(s)

**See attached Schedule A**

Additional sheet(s) attached?  Yes  No

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

**See attached Schedule A**

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

Name: Clifford C. Dougherty, III

Internal Address: 10th Floor, Two Leadership Square

Street Address: 211 North Robinson

City: Oklahoma City

State: Oklahoma Zip: 73102

Phone Number: (405) 235-9621

Fax Number: (405) 235-0439

Email Address: cliff.dougherty@mcafeetaft.com

**6. Total number of applications and registrations involved:**

20

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00**

- 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 500449

Authorized User Name Clifford C. Dougherty, III

**9. Signature:**

Clifford C. Dougherty, III  
Signature

August 16, 2006  
Date

Clifford C. Dougherty, III

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A**  
**CONTINUATION OF ITEM 4**  
**Trademark Assignment from Quik-To-Fix Foods, Inc. to Advance Food Company, Inc.**  
**Dated August 14, 2006**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
BREAKFAST PALS	74/377,669	04/12/1993	1,903,684	07/04/1995
CHAR D'OEUVRE	74/102,629	10/01/1990	1,662,616	10/29/1991
CHARSTEAKS (Stylized)	73/772,553	01/03/1989	1,558,271	09/26/1989
CHOMPS	78/284,476	08/07/2003		
CHOMPS TAKE A BITE & Design	78/284,577	08/07/2003		
CRISP N TENDER	73/733,760	06/13/1988	1,567,718	11/21/1989
GORGES	73/627,174	10/27/1986	1,480,931	03/15/1988
MESQUITE BROIL	74/390,451	05/14/1993	1,863,397	11/15/1994
PHILLY FREEDOM	78/367,042	02/12/2004		
PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS & Design	78/387,487	03/19/2004		
PUB STEAK BURGER	78/372,161	02/23/2004		
PUB STYLE BURGER	78/372,175	02/23/2004		
QUIK-TO-FIX & Design	73/023,304	06/05/1974	1,040,675	06/01/1976
Q QUIK-TO-FIX FOODS & Design	75/306,888	06/11/1997	2,176,679	07/28/1998
REDI RIBS	74/149,274	03/19/1991	1,693,360	06/09/1992
SINDIE'S QUALITY FOODS	75/392,645	11/19/1997	2,417,880	01/02/2001
TASTYRIB	74/148,028	03/15/1991	1,669,611	12/24/1991
TEJITA BITES & Design	73/748,928	08/29/1988	1,537,518	05/02/1989
TEJITAS & Design	73/748,927	08/29/1988	1,537,517	05/02/1989
TENDERBROIL	73/627,175	10/27/1986	1,479,792	03/08/1988

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made as of the 14th day of August, 2006, by QUIK-TO-FIX FOODS, INC., a Delaware corporation ("Assignor") in favor of ADVANCE FOOD COMPANY, INC., an Oklahoma corporation ("Assignee").

### RECITALS

- A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of July 18, 2006 (the "Purchase Agreement"), pursuant to which the Buyer has agreed to purchase the Acquired Assets, including certain trademarks set forth in Schedule 3.8 of the Purchase Agreement; and
- B. For purposes of this Trademark Assignment, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement; and
- C. Concurrently with the execution of this Trademark Assignment, Assignor and Assignee will execute an Assignment and Assumption Agreement relating to the Purchase Agreement (the "Master Assignment"), pursuant to which the Buyer will assign, transfer, deliver, and convey unto Assignee, effective on the date thereof, free and clear of all Encumbrances of every kind, nature and description (except for the Permitted Encumbrances), the Contracts and the other Acquired Assets that are intangible personal property, including the trademarks set forth in Schedule 3.8; and
- D. Assignor and Assignee desire to execute a separate assignment specifically directed to the trademarks set forth in Schedule 3.8 that are registered or the subject of a trademark registration application in the U.S. Patent and Trademark Office (the "USPTO") that is suitable for recordation in the Assignment Division of the USPTO.

NOW, THEREFORE, in accordance with the Purchase Agreement and the Master Assignment, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment of Rights. Assignor hereby sells, assigns, transfers, delivers, and conveys unto Assignee, effective on the date hereof, free and clear of all encumbrances of every kind, nature and description (except for the Permitted Encumbrances), all of its right, title and interest in and to the trademarks and the United States trademark registrations and registration applications set forth in Schedule A hereto, together with the goodwill of the business connected with the use of and symbolized by the trademarks and the registrations and registration applications for such marks.
2. Governing Law. This Trademark Assignment shall be governed by and construed under the laws of the State of Texas, without regard to the conflicts of law provisions thereof.
3. Conflict. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supercede, and prevail.

4. Successors. This Trademark Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee, its successors, and assigns, and shall be binding upon Assignor, its successors, and assigns.

5. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the date first above written.

**ASSIGNOR:**

QUIK-TO-FIX FOODS, INC., a Delaware corporation

By: Michael H. Cole

Name: Michael H. Cole

Title: Secretary

**ASSIGNEE:**

ADVANCE FOOD COMPANY, INC., an Oklahoma corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

4. Successors. This Trademark Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee, its successors, and assigns, and shall be binding upon Assignor, its successors, and assigns.

5. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the date first above written.

**ASSIGNOR:**

QUIK-TO-FIX FOODS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

ADVANCE FOOD COMPANY, INC., an Oklahoma corporation

By: W. Frank Merritt  
Name: W. Frank Merritt  
Title: VP + CFO

**SCHEDULE A**

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BREAKFAST PALS	74/377,669	04/12/1993	1,903,684	07/04/1995
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PUB STYLE BURGER	78/372,175	02/23/2004		
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SINDIE'S QUALITY FOODS	75/392,645	11/19/1997	2,417,880	01/02/2001
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