

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
Schlotsky's, Ltd.		11/17/2006	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	SCHLOTZSKY'S FRANCHISE LLC
Street Address:	200 Glenridge Point Parkway, Suite 200
Internal Address:	c/o Focus Brands Inc.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	73505952	SCHLOTZSKY'S
Serial Number:	73184241	SCHLOTZSKY'S
Serial Number:	74328161	SCHLOTZSKY'S
Serial Number:	76653611	SCHLOTZSKY'S
Serial Number:	73184259	SCHLOTZSKY
Serial Number:	75464596	SCHLOTZSKY'S DELI
Serial Number:	74662750	FUNNY NAME. SERIOUS SANDWICH.
Serial Number:	73552444	A WHOLE WORLD OF FLAVORS IN EVERY BITE
Serial Number:	76127282	COOL DELI
Serial Number:	76451349	COOL CLOUD
Serial Number:	76443197	EAT LOCALLY CONNECT GLOBALLY
Serial Number:	76196896	DELI DEAL
Serial Number:	76196877	DELI DOLLARS

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Serial Number:	73526814	BUN RUN
Serial Number:	74648753	RUN YOUR BUNS OFF
Serial Number:	74622354	BEST BUNS IN TOWN
Serial Number:	74046166	SERIOUS PIZZA
Serial Number:	73733859	TOP BUN
Serial Number:	73733357	TOP BUN
Serial Number:	75244484	TOP BUN
Serial Number:	76573930	SCHLOTZSKY'S
Serial Number:	75464796	SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORIGINAL SANDWICH EST. 1971
Serial Number:	73358062	SCHLOTZSKY'S
Serial Number:	74648754	
Serial Number:	73703769	BAKED DAILY FRESH
Serial Number:	76657971	THE ORIGINAL
Serial Number:	78665099	FRESH-FROM-SCRATCH
Serial Number:	78745769	FRESH-FROM-SCRATCH
Serial Number:	76662183	JUST HAULIN' BUNS!

CORRESPONDENCE DATA

Fax Number: (512)473-2555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (512) 473-2550
Email: wctrademarkaustin@counselip.com
Correspondent Name: William D. Raman
Address Line 1: P.O. Box 685108
Address Line 4: Austin, TEXAS 78768-5108

ATTORNEY DOCKET NUMBER:	560-0001
NAME OF SUBMITTER:	Grace Jennings, Trademark Administrator
Signature:	/gj/
Date:	12/08/2006

Total Attachments: 8

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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

(Schlotzsky's Franchise LLC)

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the 17th day of November, 2006, by and among SCHLOTZSKY'S, LTD., a Texas limited partnership ("Schlotzsky's"), SCHLOTZSKY'S REAL ESTATE HOLDINGS, LTD., a Texas limited partnership ("SREH," and collectively with Schlotzsky's, the "Assignors" and each, individually, an "Assignor"), maintaining an office at c/o Bobby Cox Enterprises, Inc., 4055 International Plaza, Suite 450, Fort Worth, Texas 76109; SCHLOTZSKY'S FRANCHISE LLC, a Georgia limited liability company ("Assignee"), maintaining an office at c/o Focus Brands Inc., 200 Glenridge Point Parkway, Suite 200, Atlanta, GA 30342 and BOBBY D. COX and LEONA COX, each an individual resident of the State of Texas (collectively, "Cox"), ROBERT C. BARNES and EARLENE BARNES, each an individual resident of the State of Texas (collectively, "Barnes"), and RONNY JORDAN and TERRY JORDAN, each an individual resident of the State of Texas (collectively, "Jordan," and collectively with Cox and Barnes, the "Partners" and each, individually, a "Partner").

RECITAL

Schlotzsky's Stores LLC, a Georgia limited liability company and an affiliate of Assignee ("Stores"), the Partners and Assignors are parties to an Asset Purchase Agreement dated as of October 6, 2006 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell to Stores or its designees, including Assignee, and Stores or its designees, including Assignee, has agreed to buy from Assignors the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignors. Pursuant to the Purchase Agreement, Assignors have agreed to execute such instruments as Stores may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Stores and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Stores of, all of such assets.

In accordance therewith, Assignors desire to transfer and assign to Stores' designee, Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names (including all trademarks, trade dress, service marks, certification marks, logos, trade names, corporate names, assumed names and brand names and other indications of origin), including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignors, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this

Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

The terms of the Purchase Agreement, including but not limited to Assignors' and the Partners' representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Assignors and the Partners acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern with respect to the Assignors, the Assignee, Stores and the Partners.

Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignors have caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

ASSIGNORS:

SCHLOTZSKY'S, LTD.

By: Schlotzsky's Holdings, Inc., its sole general partner

By: Robert C. Barnes
Name: Robert C. Barnes
Title: President

SCHLOTZSKY'S REAL ESTATE HOLDINGS, LTD.

By: Schlotzsky's General Partner, LLC, its sole general partner

By: Robert C. Barnes
Name: Robert C. Barnes
Title: Manager

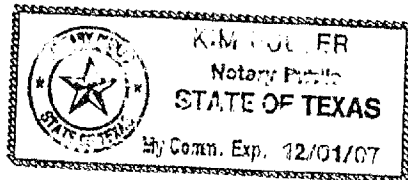
State of Texas)
County of Tarrant) ss.:

On this 15th day of November, 2006, before me, the undersigned, personally appeared Robert C. Barnes, President of Schlotzsky's Holdings, 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.

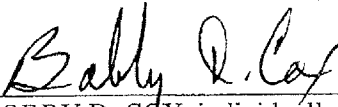
Witness my hand and official seal.

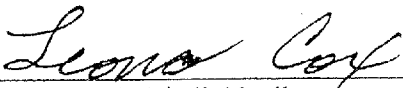
Kim Fuller
Notary Public

*Inc. and Manager of
Schlotzsky's General
Partner, LLC*



The undersigned Partners hereby acknowledge their obligations to the Assignee hereunder and under the Purchase Agreement.

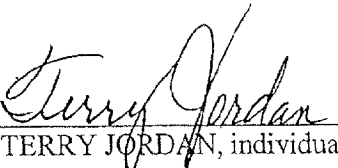

BOBBY D. COX, individually


LEONA COX, individually


ROBERT C. BARNES, individually


EARLENE BARNES, individually


RONNY JORDAN, individually








TERRY JORDAN, individually

SCHEDULE A

SCHLOTZSKY'S, LTD.
 Current U.S. and Texas Trademark Registrations or Applications Pending

U.S. Serial No.	Reg. No.	Trademark	Design (if appropriate)	Class	Brief Description of Goods or Services	Status	App. Date	Reg. Date	Renewal Deadline
73/505,952	1337033	SCHLOTZSKY'S		30	Sandwiches for Consumption On or Off the Premises	Registered	10/29/84	5/21/85	5/21/15
73/184,241	1150687	SCHLOTZSKY'S		42	Restaurant Services Specializing in the Sale of Sandwiches	Registered	9/1/78	4/7/81	4/7/11
74/328,161	1775366	SCHLOTZSKY'S		29	potato chips	Registered	11/2/92	6/8/93	6/8/13
76/653611	pending	SCHLOTZSKY'S		29	Meats & cheeses	published for opposition 9/26/06	1/13/06	application pending	
73/184,259	1147774	SCHLOTZSKY		30	Sandwiches for Consumption On or Off the Premises	Registered	9/1/78	2/24/81	2/24/11
75/464,596	2235917	SCHLOTZSKY'S DELI FUNNY NAME. SERIOUS SANDWICH.		42	Restaurant and take-away food services	Registered	4/8/98	9/30/99	9/30/09
74/662,750	2041225	A WHOLE WORLD OF FLAVORS IN EVERY BITE		42	restaurant services	Registered	4/18/95	2/25/97	2/25/07
73/552,444	1385566	COOL DELI		42	Restaurant and take-away food services	Registered	8/8/85	3/4/86	3/4/16
76/127,282	2496141	COOL CLOUD		42	multiple user wireless access to the Internet	Registered	9/13/00	10/9/01	10/9/11
76/451,349	2933637	EAT LOGALLY CONNECT GLOBALLY		43	multiple user wireless access to the Internet	Registered	9/17/02	3/15/05	3/15/15
76/443,197	2734486	DELI DEAL		43	Restaurant and take-away food services.	Registered	8/23/02	7/8/03	7/8/13
76/196,896	2522315	DELI DOLLARS		42	Restaurant and take-away food services	Registered	1/19/01	12/25/01	12/25/11
76/196,877	2519873	BUN RUN		42	entertainment services, namely running events	Registered	1/19/01	12/18/01	12/18/11
73/526,814	1375154	BUN RUN		41	entertainment services, namely running events	Registered	3/14/85	12/10/85	12/10/15
TEXAS	4463617	RUN YOUR BUNS OFF		41	entertainment services, namely running events	Registered	3/12/85	3/12/85	3/12/15
74/648,753	1956280	RUN YOUR BUNS OFF		41	entertainment services, namely running events	Registered	3/20/95	2/13/96	2/13/16
TEXAS	4473517	BEST BUNS IN TOWN		41	entertainment services, namely running events	Registered	4/17/85	4/17/85	4/17/15
74/622,354	1940035	BEST BUNS IN TOWN		42	restaurant services	Registered	1/17/95	12/5/95	12/5/15

SCHLOTZSKY'S, LTD.
Current U.S. and Texas Trademark Registrations or Applications Pending

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TEXAS	4593617	BEST BUNS IN TOWN		42	restaurant services	Registered	2/3/86	2/3/86	2/3/16
74/046,166	1649784	SERIOUS PIZZA		42	restaurant services	Registered	4/5/90	7/2/91	7/2/11
73/733,859	1632407	TOP BUN		25	shirts and hats	Registered	6/13/88	1/22/91	1/22/11
73/733,357	1632660	TOP BUN		42	restaurant services	Registered	6/9/88	1/22/91	1/22/11
75/244,484	2239445	TOP BUN		30	sandwich buns for consumption on and off the premises	Registered	2/20/97	4/13/99	4/13/09
76/573,930	3059809	SCHLOTZSKY'S and Design		43	Restaurant services specializing in sandwiches; take-away food services; and food catering services	Registered	2/4/04	2/21/06	2/21/06
75/464,796	2641418	SCHLOTZSKY'S DELI and Design ("Schlotzsky's Deli : Home of the Famous Original Sandwich Est. 1971" Logo)		42	Restaurant and take-away food services	Registered	4/8/98	10/29/02	10/29/12
73/358,062	1252537	SCHLOTZSKY'S and Design (with Color)		42	restaurant services	Registered	4/5/82	9/27/83	9/27/13
74/648,754	2044593	Miscellaneous Design (Legged Bun Running)		41	entertainment services, namely running events	Registered	3/20/95	3/11/97	3/11/07
TEXAS	4463717	Miscellaneous Design of Legged Bun Running		42	restaurant services	Registered	3/12/85	3/12/85	3/12/15
73/703,769	1528939	BAKED FRESH DAILY and Design		42	restaurant services	Registered	1/4/88	3/7/89	3/7/09
76/657971	pending	THE ORIGINAL		30	Sandwiches	publication 11/21/06	4/6/06	application pending	
TEXAS	800588635	THE ORIGINAL		30	specialty sandwiches	Registered	12/22/05	2/27/06	2/27/16

Rev. 11/14/06

SCHLOTZSKY'S, LTD.

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U.S. Serial No.	Reg. No.	Trademark	Design (if appropriate)	Class	Brief Description of Goods or Services	Status	App. Date	Reg. Date	Renewal Deadline
78/665,099	3153384	FRESH-FROM-SCRATCH		30	buns, pizza crusts, sandwiches, pizza	Registered	7/6/05	10/10/06	10/10/16
78/745759	3104074	FRESH-FROM-SCRATCH		43	catering, restaurant services, take- out restaurant services	Registered	11/2/05	6/13/06	6/13/16
76/662,183	pending	JUST HAULIN' BUNS!		43	Restaurant services, take-away food services and catering services	Pending	6/27/06	application pending	