

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Coast Restaurants, Inc.		03/24/2008	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	RUI One Corp.
Street Address:	1818 North Northlake Way
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1805608	BILLY HEARTBEATS
Registration Number:	2994502	HENRY'S 12TH STREET TAVERN
Registration Number:	2968727	HENRY'S 12TH STREET TAVERN AMERICAN BAR & GRILL
Registration Number:	2740747	MANZANA ROTISSERIE GRILL
Registration Number:	1286602	NEWPORT BAY RESTAURANT
Registration Number:	1357372	NEWPORT BAY RESTAURANT SEAFOOD-BROILER
Registration Number:	3242914	NEWPORT SEAFOOD GRILL
Registration Number:	2804917	PORTLAND CITY GRILL
Registration Number:	2964951	PORTLAND STEAK & CHOPHOUSE
Registration Number:	1735425	STANFORD'S RESTAURANT & BAR

CORRESPONDENCE DATA

Fax Number: (206)757-7700

CH \$265.00 1805608

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (206) 757-8098
Email: kristinefyfe@dwt.com
Correspondent Name: Catherine E. Maxson
Address Line 1: Davis Wright Tremaine LLP
Address Line 2: 1201 Third Avenue, Suite 2200
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	66765-4
NAME OF SUBMITTER:	Kristine Fyfe, Davis Wright Tremaine LLP
Signature:	/Kristine Fyfe/
Date:	07/30/2008

Total Attachments: 5

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**ARTICLES OF MERGER OF
RUI ONE CORP.
(A MINNESOTA CORPORATION)**

AND

**PACIFIC COAST RESTAURANTS, INC.
(AN OREGON CORPORATION)**

THESE ARTICLES OF MERGER, dated as of March 24, 2008, relate to the merger (the "Merger") of PACIFIC COAST RESTAURANTS, INC., an Oregon corporation ("Pacific Coast Restaurants"), with and into RUI ONE CORP., a Minnesota corporation ("RUI One").

1. An Agreement and Plan of Merger, dated as of March 24, 2008 (the "Plan of Merger"), in fully executed form, is attached as Exhibit A and incorporated herein by reference. As provided in the Plan of Merger, RUI One shall continue as the surviving corporation after the Merger.
2. The Merger shall be effective on March 31, 2008, at 12:01 a.m.
3. RUI One approved the Plan of Merger (by unanimous approval of the Board of Directors and the sole shareholder of RUI One) in accordance with Chapter 302A of the Minnesota Statutes. Pacific Coast Restaurants approved the Plan of Merger (by unanimous approval of the Board of Directors and the sole shareholder of Pacific Coast Restaurants) in accordance with Chapter 60 of the Oregon Revised Statute.

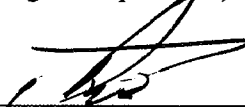
IN WITNESS WHEREOF, each party hereto has caused these Articles of Merger to be signed by its duly authorized officer as of the date first above written.

RUI ONE CORP.
(a Minnesota corporation)



By: Steven R. Stoddard
Its: CEO & President

PACIFIC COAST RESTAURANTS, INC.
(an Oregon corporation)



By: Steven R. Stoddard
Its: CEO & President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into, effective as of March 24, 2008, by and between RUI One Corp., a Minnesota Corporation ("RUI One") and Pacific Coast Restaurants, Inc., an Oregon corporation ("Pacific Coast Restaurants"). RUI One and Pacific Coast Restaurants are collectively referred to herein as the "Constituent Corporations" and sometimes individually as a "Constituent Corporation."

Recitals

Each of the Constituent Corporations is a wholly owned subsidiary of Restaurants Unlimited, Inc., a Washington corporation (the "Parent");

The Parent and the Board of Directors of each Constituent Corporation deem it to be in the best interest of the Constituent Corporations that Pacific Coast Restaurants be merged with and into RUI One, with RUI One continuing as the surviving corporation (such transaction being hereinafter referred to as the "Merger"); and

Following the Merger, Parent shall continue to own and control 100% of the capital stock of the surviving corporation.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, the parties hereby agree as follows:

- 1.) Constituent Corporations.
 - (a) RUI One is a corporation organized and existing under the laws of the State of Minnesota.
 - (b) Pacific Coast Restaurants is a corporation organized and existing under the laws of the State of Oregon.
- 2.) Merger of Constituent Corporations. At the Effective Time (defined in Section 10 below), the separate existence of Pacific Coast Restaurants shall cease and Pacific Coast Restaurants shall be merged with and into RUI One, with RUI One continuing as the surviving corporation.
- 3.) Name of Surviving Corporation. The name of the surviving corporation shall continue to be "RUI One Corp." (the "Surviving Corporation"), a Minnesota corporation. ✓

4.) Conversion of Shares. At the Effective Time, without any further action on part of any of the Constituent Corporations or the shareholders:

(a) Each share of the common stock of RUI One issued and outstanding immediately prior to the Effective Time shall be converted into an equal number of duly authorized, validly issued, fully paid and nonassessable shares of the common stock of the Surviving Entity.

(b) Each share of stock of Pacific Coast Restaurants issued and outstanding immediately prior to the Effective Time shall be retired and the certificates shall be deemed cancelled.

(c) Any and all options, warrants, conversion rights, and offers to buy common stock of any Constituent Corporation shall be terminated.

5.) Articles of Incorporation of the Surviving Corporation. The Articles of Incorporation of RUI One immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation immediately after the effective time, unless and until amended according to law.

6.) Bylaws of the Surviving Corporation. The Bylaws of RUI One immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately after the Effective Time, unless and until amended according to law.

7.) Officers and Directors of the Surviving Corporation. The persons serving as officers and directors of RUI One shall continue in their respective positions as officers and directors of the Surviving Corporation.

8.) Articles of Merger. In accordance with the terms of this Agreement and for the purpose of carrying out the Merger, each Constituent Corporation shall cause its officers to prepare and file Articles of Merger with the Minnesota Secretary of State and the Secretary of State for the State of Oregon.

9.) Effect of the Merger. At the Effective Time: (a) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers, franchises, and immunities of a public as well as of a private nature, and be subject to all liabilities, restrictions, and duties of each of the Constituent Corporations; (b) all the rights, privileges, powers, franchises and immunities of each of the Constituent Corporations and all property, real, personal, and mixed, and all other things belonging to any of the Constituent Corporations on whatever account, shall be vested in the Surviving Corporation; (c) all property, assets, rights, privileges, powers, franchises, immunities, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were or would be of any of the Constituent Corporations; (d) title to any real estate or any interest therein vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by any reason of this Merger; provided, however, that all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time, and all debts, liabilities and duties of any of the

Constituent Corporations to the property affected by such liens at the Effective Time; and (e) all debts, liabilities and duties of any of the Constituent Corporations shall thenceforth become those of the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

10.) Effective Time. The Merger shall be effective on March 31, 2008, at 12:01 a.m. Central time (the "Effective Time").

11.) Constituent Corporations' State Laws. The Merger is Permitted under Chapter 60 of the Oregon Revised Statute (Section 60.501) and under Section 302A of the Minnesota Statutes (Section 302A.651).

12.) Governing Law. This Agreement shall governed by and construed in accordance with laws of the State of Minnesota.

13.) Abandonment. This Agreement and the Plan of Merger may be abandoned only by resolution of the Parent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CONSTITUENT CORPORATIONS:

RUI ONE CORP.

(a Minnesota corporation)



By: Steven R. Stoddard

Its: CEO and President

PACIFIC COAST RESTAURANTS, INC.

(an Oregon corporation)



By: Steven R. Stoddard

Its: CEO and President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

MAR 28 2008

Mark Ritchie
Secretary of State

1190248.1

3-28-08
Kenny W. Vespa