

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Order Granting Trustee's Motion for Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JB's Family Restaurants, Inc.		03/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Star Buffet, Inc.		
Street Address:	1312 N Scottsdale Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85257		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1521369	JB'S RESTAURANT	
Registration Number:	1773876	JB'S RESTAURANT & BAKERY	
Registration Number:	1527499	JB'S	
Registration Number:	1523972	JB'S	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8015327840		
Email:	ghess@parrbrown.com		
Correspondent Name:	Gregory M. Hess		
Address Line 1:	101 S. 200 E., Suite 700		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	79640-3 Star Buffet		
NAME OF SUBMITTER:	Gregory M. Hess		
SIGNATURE:	/Gregory M. Hess/		
DATE SIGNED:	05/18/2023		
Total Attachments: 5			
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OP \$115.00 1521369

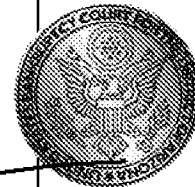
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This Order supercedes the Order previously signed by this Court on August 14, 2020, at court docket number 555.

SO ORDERED.

Dated: March 10, 2021


Eddward P. Ballinger Jr., Bankruptcy Judge



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In Re:)	Case No.: 2:11-bk-04986-EPB
)	
JB'S FAMILY RESTAURANTS INC.,)	Chapter 7
)	
Debtor.)	AMENDED ORDER GRANTING TRUSTEE'S MOTION TO APPROVE SALE OF JB'S TRADENAME AND OTHER RELATED INTELLECTUAL PROPERTY AND FRANCHISE RIGHTS
)	
)	Hearing Date: August 11, 2020
)	Time: 10:00 a.m.
)	

This matter came before the Court upon *Trustee's Motion to Approve Sale of JB's Tradename and Other Related Intellectual Property and Franchise Rights* (the "Sale Motion"), filed by David M. Reaves, as Chapter 7 trustee ("Trustee"), requesting an order of this Court pursuant to 11 U.S.C. § 363(b) approving Trustee's sale of all intellectual property relating to the JB's Family Restaurant including, but not limited to, trade names, logos, trade dress, marks, and related rights, including any signage, menus, and other materials bearing any of same, as well as any and all franchise and licensing rights (the "JB's Intellectual Property"), held or enforceable by JB's Family Restaurants, Inc. (the "Debtor") and/or this estate.

1 Upon consideration of the Sale Motion and consideration of all bids placed
2 at the time of the hearing, and upon further good cause appearing,

3 **THE COURT FINDS AND CONCLUDES** as follows:

4 A. As set forth in the Sale Motion, prior to the filing of its petition herein, the
5 Debtor operated a chain of restaurants under the name of JB's Family Restaurants, among
6 other things. The Debtor, and now this estate, holds a number of trademarks and logos
7 that are registered with the United States Patent and Trademark Office and which, along
8 with the goodwill of the business symbolized thereby, are part of the JB's Intellectual
9 Property and believed by Trustee to include the following: (i) JB's Restaurant word
10 mark, registration number 1521369; (ii) JB's logo, registration number 1527499; (iii)
11 JB's word mark, registration number 1523972; (iv) JB's Restaurant logo, registration
12 number 1526239; (v) JB's Restaurant and Bakery logo, registration number 1773876; (vi)
13 JB's Bakery word mark, registration number 1705660; and (vii) Fast Break Breakfasts
14 word mark, registration number 1977146.

15 B. The Sale Motion and the *Notice of Hearing on Trustee's Motion to Approve*
16 *Sale of JB's Tradename and Other Related Intellectual Property and Franchise Rights*
17 were properly served upon all interested parties and all parties on the master mailing list
18 on file herein.

19 C. No objections to the Sale Motion were filed.

20 D. The following parties appeared at the hearing on this matter and presented
21 bids for the purchase of the JB's Intellectual Property, subject to the terms and conditions
22 as stated in the Sale Motion: (i) Mr. Robert Wheaton, Star Buffet, Inc. ("Star"); and (ii)
23 Mr. Kelly Saurey, KJ's Restaurants, Inc. ("Saurey").

24 E. The sale of the JB's Intellectual Property as set forth in the Sale Motion and
25 this Order is in the best interests of this estate.

1 F. Star is purchasing the JB's Intellectual Property in good faith, and is
2 therefore entitled to the protections of 11 U.S.C. § 363(m.)

3 G. The highest and best offer for the purchase of the JB's Intellectual Property
4 was submitted by Star in the sum of \$24,000.00, subject to the terms and conditions set
5 forth in the Sale Motion and this Order.

6 H. In the event Star fails to timely submit payment to Trustee for the purchase
7 of the JB's Intellectual Property as set forth herein, a backup bid has been submitted by
8 Saurey in the sum of \$23,500.00, subject to the terms and conditions set forth in the Sale
9 Motion and this Order.

10 **NOW, THEREFORE, IT IS HEREBY ORDERED** as follows:

11 1. Granting the Sale Motion.

12 2. Approving the sale of all right, title and interest held by this estate in the
13 JB's Intellectual Property, to Star and/or its nominee ("Buyer"), pursuant to 11 U.S.C. §
14 363(b), for the sum of \$24,000.00.

15 3. Buyer shall pay the sum of \$24,000.00 to Trustee, on behalf of this estate,
16 in certified funds, no later than three business days after the date of entry of this Order.

17 4. Buyer shall take the JB's Intellectual Property "as-is, where-is", with
18 Trustee making no representations and warranties whatsoever. Specifically, Trustee
19 makes no representations and warranties as to the accuracy of the listing of word mark
20 and logo registrations set forth herein, and does not represent or warrant that the items
21 listed are still valid and that any and all necessary filings with the United States Patent
22 and Trademark Office have been made and are up to date. Buyer shall be responsible for
23 any and all filings and applications that may be necessary, including any
24 filings/applications in connection with the transfer of the JB's Intellectual Property to
25 Buyer.

1 5. Nothing herein is intended to convey to Buyer any assets of the Debtor
2 other than the JB's Intellectual Property on a go-forward basis. Any receivables owing to
3 the Debtor or claims held by the Debtor relating to JB's Family Restaurants, franchise
4 agreements, licensing agreements, and/or the JB's Trademark existing prior to the sale
5 date shall not be sold or transferred pursuant to this Order. Specifically, as noted by
6 Trustee in the Sale Motion, the Debtor holds or may hold claims relating to that certain
7 action entitled *In re Payment Card Interchange Fee and Merchant Discount Antitrust*
8 *Litigation*, Case No. 05-MD-1720(MKB)(JO), United States District Court for the
9 Eastern District of New York (the "Visa/MasterCard Class Action"). Buyer shall not be
10 acquiring any rights, claims, or portions of any claims that may be held by the Debtor and
11 related to JB's Family Restaurants and/or the JB's Trademark, in connection with the
12 Visa/MasterCard Class Action (or in connection with any other matter), and Buyer shall
13 not be entitled to submit any claims in connection with the Visa/MasterCard Class Action
14 related to JB's Family Restaurants.

15 6. Trustee is authorized to execute all documents and take any other action
16 reasonably requested by Buyer that may be necessary to transfer the JB's Intellectual
17 Property to Buyer, including any necessary filings by Buyer with the United States Patent
18 and Trademark Office; provided, however, that in the event of a default under the
19 obligations owing to this estate pursuant to this Court's *Order Granting Trustee's Motion*
20 *to Approve Settlement Agreement with JB's Star Holding, Inc., as Amended*, dated
21 August 7, 2020, at Docket No. 552, which default remains uncured for 5 business days
22 after receipt of written notice to Star¹, any transfer of the JB's Intellectual Property as
23 contemplated herein may be rescinded by Trustee upon motion and further order of this
24 Court. Upon the entry of such an order rescinding the sale approved herein, the Trustee
25

¹ Any such notice required hereunder, and/or any motion filed by Trustee to rescind the sale, shall be served by U.S. mail as follows: Star Buffet, Inc., c/o Robert E. Wheaton, 4716 E. Valley Vista Ln., Paradise Valley, AZ 85253.

1 shall be authorized to take any and all steps deemed necessary by Trustee to enforce the
2 estate's rights in the JB's Intellectual Property, including the filing of any appropriate and
3 necessary documentation with the United States Patent and Trademark Office transferring
4 the JB's Intellectual Property back to the estate.

5 7. Approving Saurey (or nominee) as back up bidder, for the sum of
6 \$23,500.00. If Buyer fails to timely make payment of the sum of \$24,000.00 or
7 otherwise fails to comply with the terms of this Order, Trustee shall provide written
8 notice to Saurey, and all rights of Buyer shall be deemed assigned to Saurey. Saurey
9 shall have three business days after service of Trustee's written notice to make payment
10 of the sum of \$23,500.00.

11 SIGNED AND DATED ABOVE
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