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11-03-1998

Docket No.:



100866018

hed original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Beef O'Brady's Franchising, Inc.

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other _____
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Family Sports Concepts, Inc.

Internal Address: Suite 308

Street Address: 505 East Jackson Street

City: Tampa State: FL ZIP: 33602

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Florida
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: January 1, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,897,862

Additional numbers Yes No

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

Name: Mark I. Feldman, Esq.

Internal Address: Suite 1800

Street Address: Rudnick & Wolfe

203 North LaSalle Street

City: Chicago State: IL ZIP: 60601

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

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-2284

ASSIGNED
98 OCT 29 9 11 AM '98
RECEIVED

10/30/1998 DNGUYEN 00000311 1897862

DO NOT USE THIS SPACE

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40.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark I. Feldman

Name of Person Signing

Mark I. Feldman

Signature

10-26-98

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

REEL: 1806 FRAME: 0948

MRO 10/29/98

ASSIGNMENT OF SERVICE MARK AND SERVICE MARK REGISTRATIONS


WHEREAS, James Melody, an individual, residing at 2607 Herndon Street, Valrico, FL 33594 ("Assignor"), warrants that he owns without encumbrance the service marks **BEEF O'BRADY'S** and **BEEF 'O'BRADY'S** for restaurants and carry out restaurants, and the registration for the former mark with the Florida Secretary of State, Reg. No. T15985; and the registration for the latter mark in the United States Patent and Trademark Office, Reg. No. 1,897,262; and

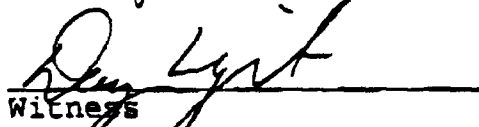
WHEREAS, Family Sports Concepts, Inc., a corporation formed under the laws of the State of Florida, with an office at 505 East Jackson Street, Suite 308, Tampa, FL 33602 ("Assignee"), desires to acquire said marks, registrations and rights therein;

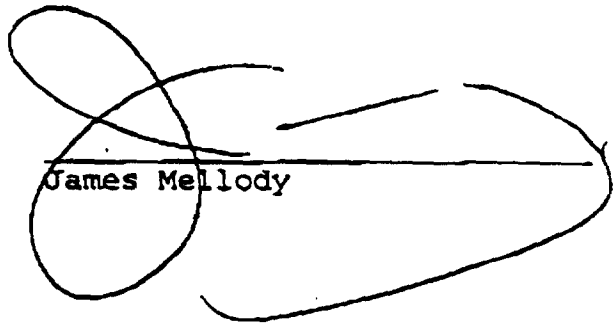
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns unto Assignee all right, title and interest in and to the said marks, together with the goodwill of the business symbolized by said marks, and the above-identified registrations thereof; and

FURTHER, Assignor agrees that it will, without demanding any further consideration therefor, at the request, but, at the costs of Assignee, perform all lawful and just acts that may be necessary for carrying out this Assignment in full.

Dated: May 29, 1998


Witness


Witness


James Melody (SEAL)

TSAJ-544236

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, the Undersigned, Beef'O'Brady's Franchising, Inc. ("Transferor"), does hereby grant, bargain, sell, remise, release, assign, deliver and transfer forever unto JAMES MELLODY ("Transferee"), all right, title, interest, claim and demand in the following described properties, rights, and interests relating to Beef'O'Brady's Franchising, Inc.:

1. Personalty. All tangible personal property and fixtures;
2. Licenses and Permits. All of Transferor's right, title, and interest in and to all licenses, permits, or similar documents assignable by Transferor;
3. Contracts. All of Transferor's right, title, and interest in and to any and all contracts, warranties, guaranties, indemnities, and claims;
4. Trade Names. All of Transferor's right, title, and interest in and to any trade names, marks, and other identifying material relating to and used in connection with the operation of the Transferor's business, including, but not limited to, the service marks BEEF O'BRADY'S and BEEF O'BRADY'S for restaurants and carry out restaurants, and the registration for the former mark with the Florida Secretary of State, Reg. No. T15985; and the registration for the latter mark in the United States Patent and Trademark Office, Reg. No. 1, 897, 862; and
5. Intangible Personal Property. All of Grantor's right, title, and interest in and to any intangible personal property of Transferor.

To Have and To Hold unto Transferee, and Transferee's heirs, personal representatives, administrators, successors and assigns forever.

Transferor and Transferor's personal representatives, administrators, successors and assigns, do hereby covenant to Transferee and Transferee's heirs, personal representatives, administrators, successors and assigns, that Transferor is the lawful owner in fee simple of the property transferred hereby, Transferor has good right to transfer said property in accordance herewith, said property is free from all liens, encumbrances, claims and liabilities, and that Transferor will warrant and defend the transfer of said property hereby made unto Transferee and Transferee's heirs, personal representatives, administrators, successors and assigns, against the lawful claims, liabilities and demands of all persons and entities whomsoever.

IN WITNESS WHEREOF, the undersigned executed this instrument effective on January 1, 1998.

WITNESSES:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

BEEF O'BRADY'S FRANCHISING, INC.
A Florida Corporation

By _____
(Print Name)

As President _____
(Capacity)

JAMES P. MELLODY