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03-04-1999



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

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ALL OK

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1864 FRAME: 0040

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers or the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75-391,515"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Lester K. Essig

Name of Person Signing



Signature

February 24, 1999

Date Signed

SERVICE MARK ASSIGNMENT AND CONSENT AGREEMENT

This Service Mark Assignment and Consent Agreement ("Agreement") is entered into by and between Jabooka Jooce, LLC, a Utah limited liability company, Brian G. McGavin, an individual, both with an address at 7786 Prospector Drive, Salt Lake City, Utah 84121 (both of the foregoing are hereinafter collectively referred to as "Assignor"), and KDJ, LLC, a Utah limited liability company, with offices located at 11223 Sandy Dunes Drive, Sandy, Utah 84094 ("Assignee").

RECITALS

A. Assignor is owner of certain right, title and interest in and to the service mark, trademark and trade name JABOOKA JOOCE, and certain other substantially similar names and marks, as previously used in certain forms, designs, colors, sizes, print styles and mediums, with and without accompanying logos and/or slogans, in certain parts of the United States of America, in connection with restaurant services, carry-out restaurant services, home and office delivery restaurant services, food, beverages, and other services and goods offered by Assignor or others in connection with the same (all of the foregoing trademarks, service marks and trade names are hereinafter collectively referred to as the "Marks").

B. As of November 10, 1997, Assignor is owner of a certain federal service mark application for the Marks, including, but not limited to, the following:

<u>Name</u>	<u>Serial No.</u>	<u>Date Filed</u>
JABOOKA JOOCE	75-391,515	November 10, 1997

(the application listed above and all other service mark and trademark registrations and applications for the Marks are hereinafter collectively referred to as the "Service Mark Registrations").

C. Assignee is desirous of acquiring Assignor's right, title and interest in and to the Marks and Service Mark Registrations, except as otherwise provided below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, grants, conveys, sells and relinquishes to Assignee, forever, and Assignee hereby accepts, Assignor's right, title and interest throughout the Territory defined below, in and to (a) the Marks

and Service Mark Registrations, including, but not limited to, service mark rights, trademark rights, trade name rights, common law rights, copyrights and other rights therein in said Territory; and (b) the goodwill of the business symbolized by the foregoing in said Territory. For purposes of this Agreement, the "Territory" shall be defined to mean all of the world except the Excluded Area. The "Excluded Area" shall be defined to mean that area within a 10 mile radius of the Lagoon park, Lagoon-A-Beach facilities and the campground related thereto located in or around Farmington, Utah (with Assignor retaining ownership of the Marks in said area), and that area within a 10 mile radius of the island of Maui in the State of Hawaii (with Assignor having previously assigned ownership of the Marks to another in said area). All rights are assigned "as is," without representations or warranties as to the scope, nature or other aspects of the rights granted.

2. Mutual Consent. Assignor consents to use of the Marks by Assignee, its licensees, sublicensees, successors and assigns in connection with the establishment and operation of restaurants and other retail business outlets anywhere within the Territory, the offer, sale and performance of services and the offer, sale and delivery of goods anywhere within the Territory, and in promotion and advertising the foregoing in and beyond the Territory in a manner that does not create likelihood of confusion as to source or origin of the same. Assignee consents to use of the Marks by Assignor, its licensees, sublicensees, successors and assigns in connection with the establishment and operation of restaurants and other retail business outlets anywhere within the Excluded Territory, the offer, sale and performance of services and the offer, sale and delivery of goods anywhere within the Excluded Territory, and in promotion and advertising the foregoing in and beyond the Excluded Territory in a manner that does not create likelihood of confusion as to source or origin of the same, and in all events Assignee consents to that use contemplated under Assignor's agreement with the Lagoon Corporation.

3. No Confusion. Assignor and Assignee acknowledge and agree that under the foregoing arrangement there will be no likelihood of confusion, deception or mistake between their respective uses of the Marks as contemplated above due to geographically separate territories and differing target markets; that each party's uses of the Marks as contemplated above will not infringe the service mark, trademark, trade name or other rights, registrations or applications of the other party as contemplated above; that the parties will take no action to interfere with, contest, oppose, cancel or terminate said use, rights, registrations or applications by the other to the extent it may fall within the use contemplated by this Agreement; and that the parties will provide and sign such additional documents and materials as may be necessary to effectuate the provisions of this Agreement with respect to the Marks.

4. Payment. In consideration of the rights granted under this Agreement, Assignee shall provide to Assignor a payment of one hundred dollars (\$100.00) by good and valid check.

5. Recordation. The Commissioner of Patents and Trademarks and other state, federal, foreign and international agencies and representatives are hereby requested to permit the recordation of this Service Mark Assignment and Consent Agreement and to make corresponding changes to their respective registries to identify Assignee as owner of the Marks and Service Mark Registrations and related good will.

6. Interpretation. This Agreement shall be governed by the laws of the State of Utah. The headings herein are for reference only and shall not define or limit the provisions hereof.

7. Entire Agreement. The recitals hereto are a part of this Agreement which constitutes the entire agreement between the parties with respect to the subject matter addressed herein, and all prior and contemporaneous agreements, whether written or oral, as may relate to the same, are hereby superseded by this Agreement.

8. Modification. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties.

9. Successors. This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

IN WITNESS WHEREOF, the parties have executed this Service Mark Assignment and Consent Agreement to be effective as of the 26th day of November, 1998.

"Assignor"

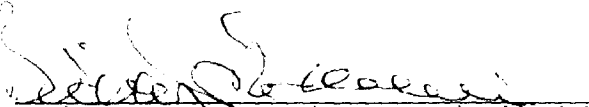
JABOOKA JOOCE, LLC,
a Utah limited liability
company

By: 
Brian G. McGavin, Manager

"Assignee"

KDJ, LLC,
a Utah limited liability company

By: 
David G. Williams, Manager


Brian G. McGavin, an individual

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