

03-08-1999



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

100981286

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  
Effective Date  
Month Day Year  
1201999
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name KDJ, LLC

1201999

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Utah

Receiving Party

Mark if additional names of receiving parties attached

Name TDW, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 11223 Sandy Dunes Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Sandy

City

Utah

State/Country

84094

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Utah

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.)

03/04/1999 JSHADAZZ 00000128 75391515

FOR OFFICE USE ONLY

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40.00 DP

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: 0896

**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 for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**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 25, 1999

Date Signed

## SERVICE MARK ASSIGNMENT AND CONSENT AGREEMENT

This Service Mark Assignment and Consent Agreement ("Agreement") is entered into by and between KDJ, LLC, a Utah limited liability company ("Assignor"), and TDW, LLC, a Utah limited liability company ("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 26, 1998, Assignor is owner of a certain federal service mark application for the Marks, including, but not limited to, the following:

Name	Serial No.	Date Filed
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, and that area within a 10 mile radius of the island of Maui in the State of

Hawaii (with Assignor's predecessor having previously assigned ownership of the Marks to others in said areas). 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.

3. 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.

4. 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.

5. 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.

6. 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.

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

8. 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 20<sup>th</sup> day of January, 1999.

"Assignor"

"Assignee"

KDJ, LLC,  
a Utah limited liability company

TDW, LLC,  
a Utah limited liability company

By:   
David G. Williams, Manager

By:   
David G. Williams, Manager