

07-22-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

RECEIVED  
COMMERCE

72099

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

Merger

Change of Name

Other

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

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.)

FOR OFFICE USE ONLY

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**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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="917843"/>	<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.

E. LAMAR PETTUS, ATTORNEY

7/16/99

Name of Person Signing

Signature

Date Signed

## CONDITIONAL ASSIGNMENT OF SERVICE MARK

This Agreement is entered into on this 15 day of May, 1998, between Bradley Industries, Inc., an Arkansas Corporation, and Arkansas National Bank, hereinafter referred to as "BANK."

WHEREAS, BANK has agreed to extend credit to Bradley Industries, Inc. to enable it in conjunction with Bradley Holdings, L.L.C. to consummate the purchase of a restaurant business and certain assets; and

WHEREAS, the sellers of the restaurant business and certain assets, as partial consideration of the purchase price, executed a Covenant Not to Compete and Assignment of Goodwill, an Assignment of Trade Mark, and an Assignment of Service Mark, all dated the 15 day of May, 1998;

WHEREAS, BANK required Bradley Industries, Inc., Palmer and Associates, Inc., and Tri-State Realty, Inc., execute an Assignment Agreement as partial consideration for the extension of credit to Bradley Industries, Inc. and Bradley Holdings, L.C.C. Should certain events occur, the Assignment Agreement, along with other contracts, would allow BANK to step into the position of Bradley Holdings, L.L.C. and Bradley Industries, Inc. and operate the business on an interim basis; and

WHEREAS, should BANK be required to operate the restaurant business, BANK desires the right to use all trade marks and service marks and benefit from the goodwill conveyed.

NOW, THEREFORE, in exchange for the extension of credit by BANK to Bradley Industries, Inc., Bradley Industries, Inc. assigns, transfers, and conveys to BANK and its successors and assignees all of its rights, title, interest, and ownership in a service mark registered in the United States Patent and Trademark Office, registration No. 917,843,

TRADEMARK

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dated August 3, 1971 and renewed on August 3, 1991, and the goodwill conveyed along with the service mark and the business.

This Assignment is conditional and so long as Bradley Holdings, L.L.C. and Bradley Industries, Inc., promptly pay the principal, interest, and any other indebtedness owed BANK and fully comply with any of the terms and conditions of the promissory notes, mortgages, security agreements, financing statements and security agreements, guarantees, or other instruments as between Bradley Holdings, L.L.C. and Bank and Bradley Industries, Inc. and BANK, Bradley Industries, Inc. may enjoy the rights and privileges of the service mark.

By execution hereof, Bradley Industries, Inc. agrees to execute additional instruments required by the United States Patent and Trademark Office to perfect the interest of BANK in the service mark.

Upon payment in full of all principal, interest, and other indebtedness owed BANK by Bradley Holdings, L.L.C. and Bradley Industries, Inc., this Assignment shall become null and void.

Dated this 15 day of May, 1998.

BRADLEY INDUSTRIES, INC.

By   
James R. Bradley, President

ARKANSAS NATIONAL BANK

By   
John Rownak, President

STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF WASHINGTON )

ACKNOWLEDGEMENT

On this 15 day of May, 1998, before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within-named James R. Bradley, to me personally known, who stated he was the President of Bradley Industries, Inc., an Arkansas Corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said Bradley Industries, Inc. and further stated and acknowledged he had so signed, executed, and delivered the instrument for the consideration, uses, and purposes therein mentioned and set forth.

15 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of May, 1998.

Jacqueline Stork Carruth  
Notary Public

Commission Expires  
OFFICIAL SEAL  
JACQUE STORK CARRUTH  
NOTARY, ARKANSAS  
WASHINGTON COUNTY  
STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF WASHINGTON )  
COMMISSION EXPIRES JUNE 1, 2007

ACKNOWLEDGEMENT

On this 15 day of May, 1998, before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within-named John Rownak, to me personally known, who stated he was the President of Arkansas National Bank and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said Arkansas National Bank and further stated and acknowledged he had so signed, executed, and delivered the instrument for the consideration, uses, and purposes therein mentioned and set forth.

15 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of May, 1998.

Jacqueline Stork Carruth  
Notary Public

Commission Expires  
OFFICIAL SEAL  
JACQUE STORK CARRUTH  
NOTARY, ARKANSAS  
WASHINGTON COUNTY  
STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF WASHINGTON )  
COMMISSION EXPIRES JUNE 1, 2007