

07-22-1999



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REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY

7-20-99

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 BRADLEY HOLDINGS, L.L.C.

Execution Date  
Month Day Year  
05151998

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other LIMITED LIABILITY COMPANY
- Citizenship/State of Incorporation/Organization ARKANSAS

Receiving Party

Mark if additional names of receiving parties attached

Name ARKANSAS NATIONAL BANK

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

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

Address (line 1) 3810 FRONT STREET

Address (line 2) SUITE 11

Address (line 3) FAYETTEVILLE  
City

AR  
State/Country

72703  
Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization ARKANSAS

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.)

07/22/1999 MTHAI1 00000008 1816442

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

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

REEL: 001931 FRAME: 0866

**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="1816442"/>	<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

Name of Person Signing

Signature

7/16/99

Date Signed

## CONDITIONAL ASSIGNMENT OF TRADEMARK

This Agreement is entered into on this 15<sup>th</sup> day of May, 1998, between Bradley Holdings, L.L.C., an Arkansas Limited Liability Company, and Arkansas National Bank, hereinafter referred to as "BANK."

WHEREAS, BANK has agreed to extend credit to Bradley Holdings, L.L.C. to enable it in conjunction with Bradley Industries, Inc. 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<sup>th</sup> 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 Holdings, L.L.C. and Bradley Industries, Inc.. 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 Holdings, L.L.C., Bradley Holdings, L.L.C. assigns, transfers, and conveys to BANK and its successors and assignees all of its rights, title, interest, and ownership in a mark registered in the United States Patent Office, registration No. 1,816,442, dated January 11, 1994, and the goodwill conveyed along with the trade mark and the business.

**TRADEMARK**

**REEL: 001931 FRAME: 0868**

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 Holdings, L.L.C. may enjoy the rights and privileges of the trademark.

By execution hereof, Bradley Holdings, L.L.C. agrees to execute additional instruments required by the United States Patent and Trademark Office to perfect the interest of BANK in the trademark.

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<sup>th</sup> day of May, 1998.

BRADLEY HOLDINGS, L.L.C.

By James R. Bradley  
James R. Bradley, Manager

ARKANSAS NATIONAL BANK

By John Rownak  
John Rownak, President

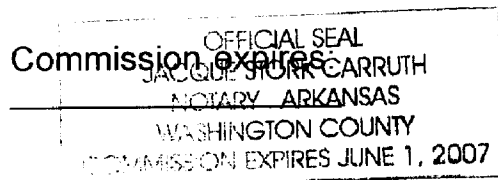
STATE OF ARKANSAS }  
COUNTY OF WASHINGTON } ss.

ACKNOWLEDGEMENT

On this 15<sup>th</sup> 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 Manager of Bradley Holdings, L.L.C., an Arkansas Limited Liability Company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said Bradley Holdings, L.L.C. 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<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of May, 1998.

Jacqueline Stark Carruth  
Notary Public

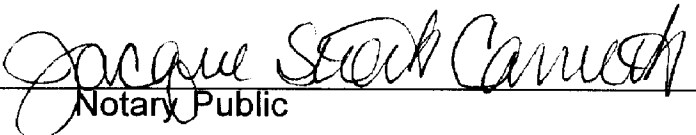


STATE OF ARKANSAS )  
COUNTY OF WASHINGTON ) ss.

ACKNOWLEDGEMENT

On this 15<sup>th</sup> 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<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of May, 1998.

  
\_\_\_\_\_  
Notary Public

Commission Expires  
~~OFFICIAL~~  
JACQUIE STORK CARRUTH  
NOTARY, ARKANSAS  
WASHINGTON COUNTY  
COMMISSION EXPIRES JUNE 1, 2007