

TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of March 30, 2001 (the "Effective Date") by and between CUSTOM FOOD FRANCHISE GROUP, INC., a California corporation ("CFFG") and WEST COAST RESTAURANT MANAGEMENT GROUP, LLC, a California limited liability company ("West Coast").

RECITALS

WHEREAS, CFFG and West Coast have entered into a Settlement Agreement concurrently herewith ("Settlement Agreement"), and as a condition to closing, CFFG and West Coast must execute and deliver this Trademark Assignment;

ASSIGNMENT

1. Trademark Assignment. In consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, CFFG hereby assigns in perpetuity to West Coast the exclusive geographic right (the "Assignment") in the territory described in Schedule A attached hereto (the "Territory") to franchise, subfranchise, license, sublicense, assign, transfer and/or use in any manner whatsoever the trademarks and service marks listed below (the "Marks"). In connection therewith, CFFG: (a) shall deliver concurrently with the execution hereof a recordable geographic assignment in form and substance attached hereto as Schedule B; (b) shall assign to West Coast any applications filed with appropriate state authorities to register the Marks, and any registrations resulting therefrom, in any form or language, in the Territory; (c) shall execute and deliver to West Coast such additional documents and instruments as are necessary to effectuate the purpose of this transaction; and (d) shall use its best efforts to assist West Coast in obtaining any rulings or approvals from any government or any agency thereof, including without limitation state trademark registration authorities in the Territory, which are reasonably necessary to effectuate the purpose of this transaction. Prior to the transaction reflected in this Trademark Assignment, CFFG has represented to West Coast that it is the sole owner of the following Marks in its or their field(s) of use, and that no liens or encumbrances have been recorded against any or all of the Marks:

<u>Mark</u>	<u>Class</u>	<u>Registration Status</u>	<u>Registration Number</u>	<u>Registration Date</u>
Love's	29,30	Registered	1,675,243	02/11/92
Love's (with design)	42	Registered	1,658,603	09/24/91
Love's	42	Registered	1,065,043	05/03/77
Love's (with design)	42	Registered	1,741,871	12/22/92

When You're In Love's The Whole World's Delicious	42	Registered	1,668,884	12/17/91
Love's Wood Pit Barbeque Restaurant	42	Registered	936,246	06/20/72

2. Fee. No fee or royalty will be payable hereunder, as all consideration for the Assignment has been reflected in this Trademark Assignment and the Settlement Agreement.

3. Miscellaneous.

3.1 CFFG shall be liable for and promptly reimburse West Coast for all fees and cost, including reasonable attorneys' fees, for the preparation, filing, recordation and releasing of all liens on any of the Marks provided for herein.

3.2 CFFG hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Assignment and any Schedules hereto and the interests herein granted.

3.3 This Trademark Assignment will not be modified or changed except in writing executed by both parties hereto. This Trademark Assignment will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, permitted successors are permitted assigns.

3.4 The Assignment contemplated by this Trademark Assignment shall be complete on the Effective Date, and as of the Effective Date, CFFG shall not have or retain any right to or interest in the Marks for use in the Territory.

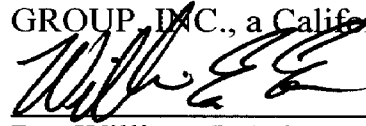
3.5 Neither this Trademark Assignment nor any rights contained herein will be assigned by CFFG in whole or in part, directly or indirectly, and any such assignment or attempted assignment without the prior written consent of West Coast (which consent shall not be unreasonably withheld) shall be a material breach of this Trademark Assignment.

3.6 Either party hereto will have the right to require specific performance of the other party.

IN WITNESS WHEREOF, CFFG and West Coast have executed this Trademark Assignment as of the Effective Date set forth above.

"CFFG"

CUSTOM FOOD FRANCHISE
GROUP, D.C., a California corporation



By: William E. Eskew
Its: President

"West Coast"

WEST COAST RESTAURANT
MANAGEMENT GROUP, LLC,
a California limited liability company



By: Marie Hughes
Its: Managing Member

SCHEDULE A

[To that certain Trademarks Assignment Agreement]

TERRITORY

The Assignment to be granted covers the States listed below :

1. Nevada
2. Florida
3. Arizona
4. New Mexico
5. Colorado

SCHEDULE B

GEOGRAPHICAL ASSIGNMENT

[To that Certain Trademarks Assignment Agreement dated as of March 30, 2001]

Whereas CUSTOM FOOD FRANCHISE GROUP, INC., a California corporation ("CFFG") has adopted, used and is using the following marks (the "Marks") which are registered in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Class</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>
Love's	29,30	Registered	1,675,243	02/11/92
Love's (with design)	42	Registered	1,658,603	09/24/91
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Whereas WEST COAST RESTAURANT MANAGEMENT GROUP, LLC, a California limited liability company ("West Coast"), is desirous of acquiring the Marks (the "Marks") for use for any and all purposes solely in the States of Nevada, Florida, Arizona, New Mexico and Colorado (the "Territory").

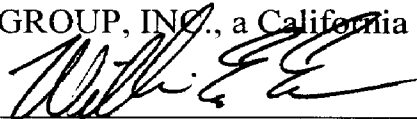
Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, CFFG has, pursuant to that certain Trademarks Assignment Agreement dated as of March 30, 2001 (the "Trademarks Assignment Agreement"), assigned unto said West Coast, all right, title and interest in and to the common law and state law rights of each of the states in the Territory in and to the Marks in the Territory, together with the goodwill symbolized by the common law and state law rights of each of the states in the Territory in and to the Marks in the Territory, and all of CFFG's rights to sue and recover for future infringements of the Marks in the Territory, it being understood that Assignor shall retain all rights to sue and recover for infringements of the Mark in the Territory prior to the date of this Agreement.

This Geographical Assignment is not intended to adversely affect the above referenced registrations. However, an exception to CFFG's exclusive use of the Marks

throughout the United States will be rights secured by this instrument. West Coast shall hereafter be treated pursuant to the Trademarks Assignment Agreement as the assignee of the common law and state law rights in each of the states in the Territory in and to the Marks in the Territory, and CFFG shall not use the Marks in any manner whatsoever in the Territory.

"CFFG"

CUSTOM FOOD FRANCHISE
GROUP, INC., a California corporation



By: William E. Eskew
Its: President

"West Coast"

WEST COAST RESTAURANT
MANAGEMENT GROUP, LLC,
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