

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shakey's Incorporated		08/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Shakey's Restaurants Franchising Company LLC
Street Address:	2200 West Valley Boulevard
Internal Address:	Attn: James Dal Pozzo
City:	Alhambra
State/Country:	CALIFORNIA
Postal Code:	91803
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1728380	ALL-AMERICAN BUFFET
Registration Number:	0965257	BUNCH OF LUNCH
Registration Number:	1425295	CAPT. SHAKEY'S BIRTHDAY CLUB
Registration Number:	0813634	IF YOUR PIZZA IS PERFECTION IT'S FROM SHAKEY'S
Registration Number:	2716028	MEXICAN FIESTA
Registration Number:	1771676	MOJO
Registration Number:	1974592	MO JO SHAKEY'S
Registration Number:	1251249	PIZZARITO
Registration Number:	0816320	S
Registration Number:	1426986	S
Registration Number:	0721138	SHAKEY'S
Registration Number:	0817896	SHAKEY'S
Registration Number:	1008087	SHAKEY'S
Registration Number:	1445725	SHAKEY'S

OP \$590.00 1728380

Registration Number:	1985736	SHAKEY'S
Registration Number:	2597827	SHAKEY'S IT'S TIME
Registration Number:	1440282	SHAKEY'S PIZZA & BUFFET RESTAURANT
Registration Number:	2208993	SHAKEY'S PIZZA CAFE
Registration Number:	2260530	SHAKEY'S PIZZA CAFE
Registration Number:	0811107	SHAKEY'S PIZZA PARLOR AND YE PUBLIC HOUSE
Registration Number:	1339767	SHAKEY'S PIZZA RESTAURANT
Registration Number:	1397221	SHAKEY'S PIZZA RESTAURANT
Registration Number:	1988616	THE PIZZA THAT STARTED IT ALL

CORRESPONDENCE DATA

Fax Number: (858)523-5450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (858) 523-5426
Email: james.gomez@lw.com
Correspondent Name: James P. Gomez
Address Line 1: 12636 High Bluff Drive, Suite 300
Address Line 4: San Diego, CALIFORNIA 92130-2071

ATTORNEY DOCKET NUMBER:	008306-0000
NAME OF SUBMITTER:	James P. Gomez

Total Attachments: 8
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EXHIBIT G

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNOR:

Shakey's Incorporated
c/o Inno-Pacific Holdings, Ltd.
70 Shenton Way #03-02
Marina House
SINGAPORE 079118
Attention: Chin Yong Wong

ASSIGNEE:

**Shakey's Restaurants Franchising
Company LLC**
c/o The Jacmar Companies
2200 West Valley Boulevard
Alhambra, CA 91803
Attention: James A. Dal Pozzo

ASSIGNED SUBJECT MATTER

ASSIGNED SUBJECT MATTER shall mean all intellectual property in which the Assignors have any right, title or interest and which is used or useful in connection with the Business (as defined in the Asset Purchase Agreement, dated as of June 30, 2004 (the "Purchase Agreement"), by and among the Assignors, The Jacmar Companies, a California corporation, and Assignee, including, but not limited to, all "Patents" (as hereinafter defined) used or useful in connection with the Business, all "Marks" (as hereinafter defined) used or useful in connection with the Business, all "Copyrights" (as hereinafter defined) used or useful in connection with the Business, all "Trade Secrets and Confidential Information" (as hereinafter defined) used or useful in connection with the Business, all "Domain Names" (as hereinafter defined) used or useful in connection with the Business and all "Related Rights" (as hereinafter defined) used or useful in connection with the Business.

1. "Patents" is defined to include all concepts, ideas, designs, inventions (whether patentable or not), discoveries, techniques, all U.S. and foreign patent applications, all U.S. and foreign patents, all U.S. and foreign patent reexaminations and reissues and all patent licenses, including, but not limited to, the items set forth in Schedule A.

2. "Marks" is defined to include all words, names, logos, symbols, designs, trade names, brand names, source indicating indicia, trade dress, trademarks, service marks and marks, whether registered or unregistered, all U.S. and foreign applications for registration of the foregoing, and all U.S. and foreign registrations for the foregoing, including, but not limited to, the items set forth in Schedule A.

3. "Copyrights" is defined to include all copyrights, U.S. and foreign, whether registered or not, and all works of any kind which fall within the subject matter of copyright, including, but not limited to, the registered items set forth in Schedule A and (i) the copyrights in the Assignors' business documents and files, customer documents and files, Internet web site content and operating systems, software, databases, product designs and packaging, advertising, promotional material and products (whether developed or in development) and (ii) the copyrights in the materials created by the Assignors' employees and independent contractors.

4. "Trade Secrets and Confidential Information" is defined to include, but is not limited to, business information, confidential information, financial information, business trade secrets, marketing information, financial and technical trade secrets, techniques, processes, know-how, and other information which are material to the ongoing business of each of the Assignors.

5. "Domain Names" is defined as all registrations of Internet domain names with any domain name registrar, including, but not limited to, the items in Schedule A.

6. "Related Rights" is defined to include:

A. All goodwill of the business symbolized by the Marks and Domain Names;

B. All rights and causes of action to enforce the rights associated with each item of ASSIGNED SUBJECT MATTER other than the Domain Names in the United States and the rights associated with the Domain Names in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violations of rights to any item of ASSIGNED SUBJECT MATTER in all relevant jurisdictions.

NOW THEREFORE, as part of the transfer of all business assets to which the ASSIGNED SUBJECT MATTER is related and for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, each of the Assignors does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, the entire right, title and interest of such Assignors in and to each and every item of said ASSIGNED SUBJECT MATTER.

Each of the Assignors hereby covenants that it has full right to convey the entire interest herein assigned (which interest is subject to the rights granted to franchisees under the Franchise Agreements (as defined in the Purchase Agreement)) and that it has not executed and will not execute any agreement in conflict herewith.

Each of the Assignors hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the Registrar of the United States Copyright Office to issue the ASSIGNED SUBJECT MATTER to the Assignee, its successors and assigns, in accordance with the terms of this instrument.

Each of the Assignors further agrees that it will communicate to Assignee any facts known to it respecting the ASSIGNED SUBJECT MATTER, and provide any other reasonable assistance to Assignee to perfect title to, and obtain and enforce in all relevant jurisdictions, the properties and rights which comprise the ASSIGNED SUBJECT MATTER.

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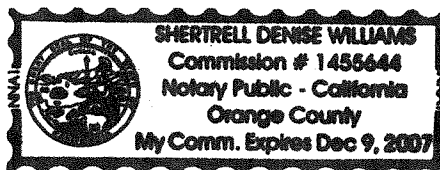
IN WITNESS WHEREOF, each of the Assignors has made this assignment effective as of August 31st, 2004.

SIGNATURES OF ASSIGNORS BELOW TO BE NOTARIZED

ASSIGNOR:

Shakey's Incorporated,
a Delaware corporation

By: *Wong Chin Yong*
Name: WONG CHIN YONG
Title: Chairman & CEO



Accepted as of August ____, 2004.

ASSIGNEE:

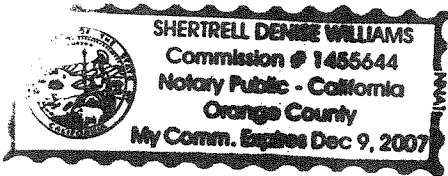
Shakey's Restaurants Franchising
Company LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.
On August 31, 2004 before me, Shertrill Denise Williams,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Wing Chin Young
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Shertrill Denise Williams
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None (U.S. or foreign).

TRADEMARKS

1. Registered Trademarks

Trademark	Registration No.	Registration Date
ALL-AMERICAN BUFFET	1728380	27 October 1992
BUNCH OF LUNCH	0965257	31 July 1973
CAPT. SHAKEY'S BIRTHDAY CLUB (in stylized letters)	1425295	13 January 1987
IF YOUR PIZZA IS PERFECTION IT'S FROM SHAKEY'S	0813634	23 August 1966
MEXICAN FIESTA	2716028	13 May 2003
MOJO	1771676	18 May 1993
MO JO SHAKEY'S (and design)	1974592	21 May 1996
PIZZARITO	1251249	13 September 1983
S (and design – chef with barrel)	0816320	4 October 1966
S (and design – “Captain Shakey’s” character)	1426986	27 January 1987
SHAKEY'S	0721138	5 September 1961
SHAKEY'S	0817896	1 November 1966
SHAKEY'S (staggered letters)	1008087	1 April 1975
SHAKEY'S (in stylized letters – Old English script)	1445725	30 June 1987
SHAKEY'S (in stylized letters)	1985736	9 July 1996
SHAKEY'S ITS TIME	2597827	23 July 2002
SHAKEY'S PIZZA & BUFFET RESTAURANT (stylized, in shield design)	1440282	19 May 1987
SHAKEY'S PIZZA CAFÉ (and design)	2208993	8 December 1998
SHAKEY'S PIZZA CAFÉ (and design)	2260530	13 July 1999
SHAKEY'S PIZZA PARLOR AND YE PUBLIC HOUSE	0811107	12 July 1966
SHAKEY'S PIZZA RESTAURANT (and design)	1339767	4 June 1985
SHAKEY'S PIZZA RESTAURANT (and design)	1397221	10 June 1986
THE PIZZA THAT STARTED IT ALL	1988616	23 July 1996

2. Previously-Registered Trademarks (now cancelled).

Cancelled Trademarks	Registration No.	Cancellation Date
SHAKEY'S (Stylized, in shield design)	1246018	24 April 2004
MOJO Kids Birthday Club	2078981	17 April 2004

3. Pending Trademark Registrations.

None

COPYRIGHTS

No copyright registrations have been filed with the Library of Congress. Assignor claims common-law copyright in all copyrightable material, including the following:

- All advertising materials produced by or on behalf of Assignor.
- Assignor's Confidential Operating Manual and related training and operations aids.

DOMAIN NAMES

Name

Expiration Date

www.shakeys.com

November 4, 2008