

12-15-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



12-13-04
RECORDED
TRADEMARKS ONLY
102902432

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

JPS ENTERPRISES, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) Nov. 20, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GENGHIS FRANCHISE CONCEPTS, LP

Internal Address: Suite 305

Street Address: 4099 Mcewen Road

City: Dallas

State: Texas

Country: USA Zip: 75244

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship Texas
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2456227

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

GENGHIS GRILL

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Cheryl Mullin

Internal Address: Suite 530

Street Address: 2425 N. Central Expy.

City: Richardson

State: Texas Zip: 75080

Phone Number: 972-931-0022

Fax Number: 972-931-0124

Email Address: cheryl@cmullin.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 6293
Expiration Date 10/06

b. Deposit Account Number
Authorized User Name

9. Signature:

Cheryl Mullin
Cheryl L. Mullin

Signature

12/11/04
Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/14/2004 GT0N11 00000091 2456227

01 FC:8521 40.00 BP

02 FC:8522 75.00 BP

Continuation of Item 4

Trademark Registration No.	Trademark
2456226	Genghis Grill
2808527	Build Your Own Franchise
2724382	Build Your Own Bowl

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (this "Assignment") is executed on November 20, 2004 (the "Effective Date") by JPS ENTERPRISES, INC., a Texas corporation ("Assignor"), to and in favor of GENGHIS FRANCHISE CONCEPTS, LP, a Texas limited partnership ("Assignee").

WHEREAS, Assignor owns certain trademarks and service marks, as more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the "Marks"); and

WHEREAS, Assignor is selling to Assignee, and Assignee is purchasing and acquiring from Assignor, the Purchased Assets (as that term is defined in that certain Asset Purchase Agreement dated the Effective Date executed by Assignor, as seller, and Assignee, as purchaser), which includes, but is not limited to, the Marks, any and all registrations and pending applications for registration thereof, and other rights, title and interest of Assignor therein, as described in this Assignment.

NOW, THEREFORE, for and in consideration of the premises, the sum of \$10.00 in hand paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's rights, title and interest in and to the following: (i) the Marks, whether or not any such trademark or service mark is registered as of the Effective Date; (ii) all common law rights in and to the Marks; (iii) all logos, brands, drawings, artwork and other depictions of the Marks; (iv) any and all registrations of the Marks (or any of them) on the Principal Register of the U.S. Patent and Trademark Office; (v) any and all applications for registration of the Marks (or any of them) currently pending in the U.S. Patent and Trademark Office; and (vi) the goodwill of the business symbolized by the Marks.

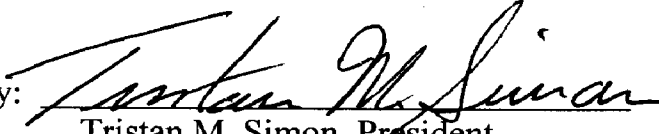
This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Assignment cannot be amended or modified except in writing executed by Assignor and Assignee. This Assignment is binding on Assignor and its successors and assigns and inures to the benefit of Assignee and its successors and assigns.

(Signature Page follows)

IN WITNESS WHEREOF, Assignor has executed this Assignment on the Effective Date.

ASSIGNOR:

JPS ENTERPRISES, INC.,
a Texas corporation

By: 
Tristan M. Simon, President

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This instrument was acknowledged before me on November 20, 2004, by TRISTAN M. SIMON, as President of JPS ENTERPRISES, INC., a Texas corporation, on behalf of said corporation.

Lee Ann Feuerbacher

Notary Public of the State of Texas

Lee Ann Feuerbacher

Printed Name of Notary

My Commission Expires: 6-14-06

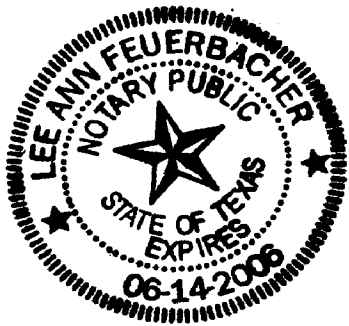


EXHIBIT A

Word Mark	Registration or Serial No.	Registration Date	Status
Genghis Grill	2456227	05/29/2001	Live
Genghis Grill	2456226	05/29/2001	Live
Build Your Own Franchise	2808527	01/27/2004	Live
Build Your Own Bowl	2724382	06/10/2003	Live