

Form PTO-1594 (Rev. 07/05)
 OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

C.C. Brown's

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

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Lawry's Restaurants, Inc.

Internal Address: _____

Street Address: 234 E. Colorado Blvd., Suite 500

City: Pasadena

State: California

Country: U.S.A. Zip: 91101

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 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)

75502972

B. Trademark Registration No.(s)

2263070

Additional sheet(s) attached? Yes No

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

C.C. Brown's

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

Name: Richard R. Frank

Internal Address: _____

Street Address: Lawry's Restaurants, Inc.
234 E. Colorado Blvd., Suite 500

City: Pasadena

State: California Zip: 91101

Phone Number: (626) 440-5272

Fax Number: (626) 440-5232

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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


8. Payment Information:

a. Credit Card Last 4 Numbers 8851
 Expiration Date 05/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature
Timothy S. Schumacher
 Name of Person Signing

10/22/05
 Date

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 2263070

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of October 22, 2005, by and between **TIMOTHY S. SCHUMACHER** and **JOELLEN D. SCHUMACHER** (collectively, "Assignee"), and **LAWRY'S RESTAURANTS, INC.**, a California corporation ("Assignor"), with reference to the following facts:

RECITALS

A. Assignor is the owner of the trademark identified on Schedule A hereto (the "Trademark"). The Trademark is registered in the Principal Register maintained by the United States Patent and Trademark Office as Registration No. 2263070 (the "Trademark Registration"). Schedule A is incorporated herein by this reference.

B. Assignor and Assignee are parties to that certain Purchase Agreement dated as of October 22, 2005, pursuant to which Assignor has agreed to assign certain the Trademark and all related goodwill to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Trademark and the Trademark Registration, together with (i) all of the goodwill of the business associated with the Trademark and symbolized by the Trademark, (ii) all of Assignor's rights under any and all contracts and agreements relating to the Trademarks, and (iii) all of Assignor's claims for damages by reason of past infringement of the Trademark, with the right to sue for and collect the same, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor hereby constitutes and appoints Assignee, or Assignee's attorney, to endorse and/or file a record of all assignments, applications, documents, papers, and instruments necessary for Assignee or its transferees, successors or assigns, to maintain title to and the right to use the Trademark and to prosecute the application for registration thereof.

2. Acceptance. Assignee hereby accepts all of Assignor's estate, right, title and interest in and to the Trademark and the Trademark Registration.

3. Counterparts. This Assignment may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original and all such counterparts together shall constitute but one and the same instrument.


4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

5. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

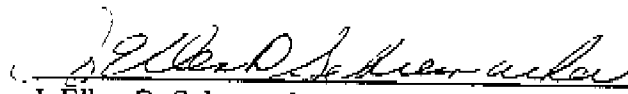
6. Further Assurances. Assignor covenants and agrees that it will, from time to time at the request of Assignee, execute, acknowledge and deliver such other instruments of assignment as Assignee may reasonably request and take such other action as reasonably may be requested by Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first set forth above.

“Assignor”



Timothy S. Schumacher



JoEllen D. Schumacher

“Assignee”

LAWRY'S RESTAURANTS, INC.,
a California corporation

By: 

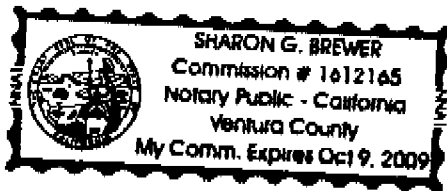
Richard R. Frank, President

(Notarial acknowledgment appears on following page.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On 10/22, 2005, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared N. Nothy S. Schumacher personally known to me (or 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, and that by his/her/their signature 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.

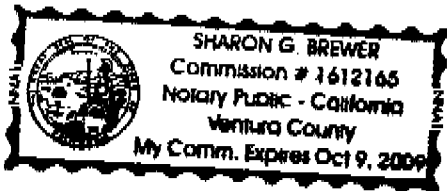


[Signature]
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On 10/22, 2005, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Jo Ellen D Schumacher personally known to me (or 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, and that by his/her/their signature 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.



[Signature]
Notary Public

SCHEDULE A
TRADEMARK ASSIGNED

Trademark registered with the U.S. Patent and Trademark Office:

| <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> | <u>Status</u> |
|----------------|-------------------|-------------------------|---------------|
| "C.C. Brown's" | 75502972 | 2263070 | Registered |