

12-14-1999

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1-31-92U.S. DEPARTMENT OF COMMERCE
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VER SHEET

PATENTS ONLY

Attorney Docket

No.: 8897-28

MRD 11.23.99

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party:

Eugene D. Gagliardi, Jr.

2. Name and address of receiving parties:

Visionary Design
620 Wolf's Hollow Drive
Atglen, PA 19310
United States of America

and

Bojangles' International, L.L.C.
9432 Southern Pine Boulevard
Charlotte, NC 28273
United States of America

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: 11/11/1999

4. Application number(s) or patent number(s): 09/448574

If this document is being filed together with a new application, the execution date of the application is: 11/22/99

A. Patent Application No.(s): Not Yet Assigned

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

LESLIE L. KASTEN, JR.
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square - 2005 Market Street - Suite 2200
Philadelphia, PA 19103
Telephone: (215) 965-1200
Direct Dial: (215) 965-1290
Facsimile: (215) 965-1210
E-Mail: lkasten@akingump.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$40.00

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 50-1017 (Billing No. 208897.0028)

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9. 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.

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Leslie L. Kasten, Jr.

Name of Person Signing

Reg. No. 28,959

Signature

Date

Total number of pages including cover sheet, attachments and document: 3

OMB No. 0651-0011 (exp. 4/94)

Attorney Docket No. 8897-28

SOLE

ASSIGNMENT

WHEREAS, I, Eugene D. Gagliardi, Jr., a citizen of the United States of America with a post office address of 620 Wolf's Hollow Drive, Atglen, Pennsylvania 19310, hereinafter generally referred to as "ASSIGNOR", have invented a certain new and useful

METHOD OF MAKING A BIRD MEAT PRODUCT

for which I have executed a United States patent application, Application No. _____, filed herewith, and

ASSIGNOR authorizes **ASSIGNEE** or **ASSIGNEE's** representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

WHEREAS, Visionary Design, Inc., a Pennsylvania corporation, and Bojangles' International, L.L.C., a Delaware Limited Liability Company, with respective places of business at 620 Wolf's Hollow Drive, Atglen, Pennsylvania 19310 and 9432 Southern Pine Boulevard, Charlotte, North Carolina 28273, hereinafter generally referred to as "ASSIGNEES", are desirous of jointly acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, I, the undersigned **ASSIGNOR**, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named **ASSIGNEES**, the whole and entire right, title and interest

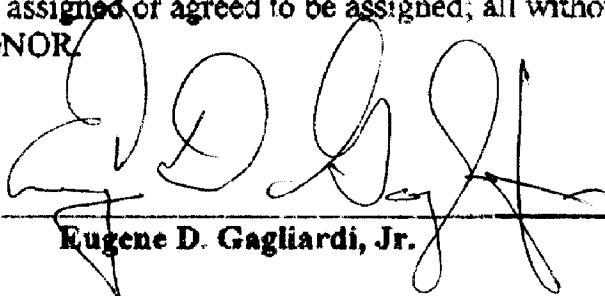
in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEES, for ASSIGNEES' own use and benefit, and for ASSIGNEES' legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEES, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEES may deem necessary or desirable for securing to ASSIGNEES or for maintaining for ASSIGNEES all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

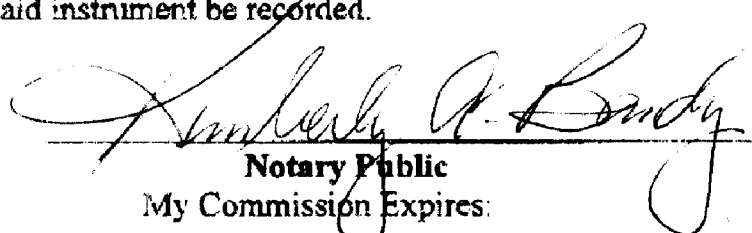
11/11/99
(Date)


Eugene D. Gagliardi, Jr.

(Seal)

STATE OF Pennsylvania :
COUNTY OF Lancaster : ss.

Before me, a notary public in and for the State and County aforesaid, on this 11 day of November, 1999, personally appeared **Eugene D. Gagliardi, Jr.**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.


Notary Public
My Commission Expires:

Notarial Seal
Kimberly A. Bandy, Notary Public
Bart Twp., Lancaster County
My Commission Expires July 18, 2000
Member, Pennsylvania Association of Notaries