

5-21-04

05-21-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



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

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102749892

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

1. Name of conveying party(ies):

Magic Restaurants, LLC

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 30, 2004

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal Address: Corporate Banking Division

Street Address: 100 E. Broad St., 7th Floor

City: Columbus State: OH Zip: 43215

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

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/527,424; 76/513,050

B. Trademark Registration No.(s)

1,326,226; 1,406,231; 1,424,425; 1,348,717
2,602,583; 2,830,333; 1,691,761; 1,726,462

Additional number(s) attached Yes No

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

Name: Mary E. Dicig

Internal Address: _____
Schwartz, Cooper, Greenberger & Krauss, Chtd.

Street Address: 180 N. LaSalle Street
Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

23

7. Total fee (37 CFR 3.41).....\$ 590.00.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502803

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Mary E. Dicig
Name of Person Signing

Mary E Dicig
Signature

May 20, 2004
Date

Total number of pages including cover sheet, attachments, and document: 17

05/21/2004 ECOOPER 00000000 502803 76527424

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:0521 40.00 DA
02 FC:0522 550.00 DA

TRADEMARK
REEL: 002971 FRAME: 0383

Additional Registration Nos.

1,989,277; 1,884,141; 1,890,023; 1,586,199; 2,165,186; 2,531,144; 2,366,152; 2,446,386;
1,522,786; 2,116,595; 2,311,292; 2,256,324; 1,298,164

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of April 30, 2004, by and between MAGIC RESTAURANTS, LLC, a Delaware limited liability company (the "Grantor"), and BANK ONE, NA, a national banking association, in its capacity as administrative agent for the Lenders referred to below (in such capacity, the "Administrative Agent"), and each of such Lenders.

W I T N E S S E T H:

WHEREAS, the Grantor, KING CANNON, INC., a Delaware corporation ("King Cannon"), KCI, LLC, a Delaware limited liability company ("KCI"), FUDDRUCKERS, INC., a Texas corporation ("Fuddruckers", and together with Fuddruckers, King Cannon and KCI, collectively, the "Borrowers", and each a "Borrower"), have entered into a Credit Agreement dated as of April 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with various financial institutions (collectively, the "Lenders" and individually each a "Lender") and Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrowers; and

WHEREAS, the obligations of the Grantor and the other Borrowers to the Lenders are secured pursuant to that certain Security Agreement dated as of April 30, 2004, by and among the debtors therein named and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Security Agreement") which granted to the Administrative Agent a security interest and lien on substantially all of the debtors' therein named (including the Grantor's) right, title and interest, whether presently existing or hereafter acquired, in, to and under all of its assets, including, but not limited to, all of the debtors' therein named (including the Grantor's) copyrights, trademarks, patents, trade secrets and mask works.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

2. **Assignment for Security.** To secure the complete and timely payment and satisfaction of the Secured Obligations, the Grantor hereby grants to Administrative Agent a continuing security interest in the Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Schedule A** attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the

foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, internet domain names, designs, logos, trade dress, slogans, indicia and other source and/or business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to the Administrative Agent under this Agreement, the Grantor hereby grants to Administrative Agent a license or other right to use, following the occurrence and during the continuance of a Default, without charge, all of its Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable the Administrative Agent and any successor or assign, effective upon the occurrence of any Default, to realize on such property and to enjoy the benefits thereof. This right and assignment shall inure to the benefit of the Administrative Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Grantor or any other Person by the Administrative Agent (except that if the Administrative Agent shall receive proceeds from the disposition of any such property, such proceeds shall be

applied to the Secured Obligations), and the Administrative Agent shall have the right to use, without charge, the Grantor's Patents, Copyrights and Trademarks, or any property of a similar nature, in completing production of, advertising for sale and selling any Collateral and the Grantor's rights under all licenses and all franchise agreements shall inure to the Administrative Agent's benefit until the Secured Obligations are paid.

3. **Reports of Applications.** The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by the Grantor. The Grantor shall provide the Administrative Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. **Limitation on Duty.** Beyond the exercise of reasonable care in the custody and preservation thereof, the Administrative Agent will have no duty as to any Patents, Copyrights or Trademarks in its possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Administrative Agent will be deemed to have exercised reasonable care in the custody and preservation of the Patents, Copyrights and Trademarks in its possession or control if such property is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Patents, Copyrights or Trademarks, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Administrative Agent in good faith or by reason of any act or omission by the Administrative Agent pursuant to instructions from the Administrative Agent, except to the extent that such liability arises from the Administrative Agent's gross negligence or willful misconduct.

5. **Captions.** Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

6. **Governing Law; Rights Cumulative.** This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent under either the Credit Agreement, the Administrative Agent under the Security Agreement or applicable law, but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Administrative Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement, the Security Agreement or by any other agreements, or by applicable law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, THE ADMINISTRATIVE AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF A DEFAULT, AND UNTIL THE OCCURRENCE OF A DEFAULT THE GRANTOR SHALL HAVE ALL OF SUCH RIGHTS.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

8. **Successors and Assigns.** This Agreement shall be binding upon the Grantor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of the Grantor and the Administrative Agent and the successors and assigns of the Administrative Agent.

9. **Severability.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10. **Forum Selection and Jury Waiver.**

(a) ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (AS SUCH TERM IS DEFINED IN THE CREDIT AGREEMENT), SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT (OR SUCH OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO THE ADMINISTRATIVE AGENT AS ITS ADDRESS FOR NOTICES THEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) THE GRANTOR, THE ADMINISTRATIVE AGENT AND (BY ACCEPTING THE BENEFITS HEREOF) EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been duly executed as of the day and year first above written.

GRANTOR:

MAGIC RESTAURANTS, LLC, a Delaware
limited liability company

By: Keith Shutz
Keith Shutz, Chief Financial Officer

Address: 66 Cherry Hill Drive
Suite 200
Beverly, Massachusetts 01915
Attn: Keith Shutz
Telephone: (978) 778-1105
Facsimile: (978) 778-1139

ADMINISTRATIVE AGENT:

BANK ONE, NA, as Administrative Agent

By: _____
Jeffrey M. Hoyt, Vice President

Address: Corporate Banking Division
100 E. Broad St. - 7th floor
Columbus, OH 43215
Attention: Jeffrey M. Hoyt
Telephone: (614)248-9734
Facsimile: (614)248-5518

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been duly executed as of the day and year first above written.

GRANTOR:


MAGIC RESTAURANTS, LLC, a Delaware limited liability company

By: _____
Keith Shutz, Chief Financial Officer

Address: 66 Cherry Hill Drive
Suite 200
Beverly, Massachusetts 01915
Attn: Keith Shutz
Telephone: (978) 778-1105
Facsimile: (978) 778-1139

ADMINISTRATIVE AGENT:

BANK ONE, NA, as Administrative Agent

By:  _____
Jeffrey M. Hoyt, Vice President

Address: Corporate Banking Division
100 E. Broad St. - 7th floor
Columbus, OH 43215
Attention: Jeffrey M. Hoyt
Telephone: (614)248-9734
Facsimile: (614)248-5518

STATE OF MASSACHUSETTS)
) SS.
COUNTY OF ESSEX)

Before me, a Notary Public in and for the State of Massachusetts, personally appeared KEITH SHUTZ, the Chief Financial Officer of MAGIC RESTAURANTS, LLC, a Delaware limited liability company, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted and executed the instrument on behalf of the company.

GIVEN under my hand and notarial seal, this 28 day of April, 2004.

Carmen J. Munroe
NOTARY PUBLIC



CARMEN J. MUNROE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 25, 2007

STATE OF OHIO)
) SS
COUNTY OF Franklin

Before me, a Notary Public in and for the State of Ohio, personally appeared Jeffrey M. Hoyt, a Vice President of BANK ONE, NA, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted and executed the instrument on behalf of BANK ONE, NA.

GIVEN under my hand and notarial seal, this 30 day of April, 2004.

NOTARY PUBLIC



ROBERT J. MURRAY
Notary Public, State of Ohio
My Commission Expires 07-30-06

SCHEDULE A

**Case Tracking System
All Cases Summary Report**

Date: March 29, 2004

Case Number	Case Type	Country	Priority Case No.	Client Name, Client Case #	Status,		Pat/Reg No., Issue/Reg Date	Title	Cnt
					Filing Date, App. Serial #				
20797.00002	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 7/5/1983 App #: 74/433,266		Registered: 3/15/1985 Reg No: 1,326,226	FUDDRUCKERS (IC 30)	1
20797.00003	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 6/24/1985 App #: 544,709		Registered: 8/19/1986 Reg No: 1,406,231	Misc. design of lady eating hamburger	2
20797.00004	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 6/2/1986 App #: 73/602,048		Registered: 1/6/1987 Reg No: 1,424,425	FUDDRUCKERS (YELLOW AWNING) IC 42	3
20797.00006	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered		Registered: 7/9/1985 Reg No: 1,348,717	YOU WON'T BELIEVE HOW BIG IT IS	5
20797.00008	US Trademark	US		Fuddruckers, Inc No Client Case No.	Pending Filed: 3/17/2003 App #: 76/500,441			FUDDRUCKERS EXPRESS	6
20797.00010	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 12/22/2000 App #: 76/186,227		Registered: 7/30/2002 Reg No: 2,602,583	FUDDS IN THE CITY	7
20797.00037	US Trademark	US		Fuddruckers, Inc No Client Case No.	Pending Filed: 8/7/2000 App #: 76/105,332			CHICKEN WITH EXCEPTIONAL TASTE	16
20797.00038	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 2/15/1991 App #: 74/139,393		Registered: 6/9/1992 Reg No: 1,691,761	DESIGN OF CHICKEN FACE	17
20797.00039	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 2/15/1991 App #: 74/139,399		Registered: 10/20/1992 Reg No: 1,726,462	DESIGN OF A CHICKEN FACE	18
20797.00040	US Trademark	US		Fuddruckers, Inc No Client Case No.	Pending Filed: 6/23/2003 App #: 76/527,424			FRESH, FAST, FLAVORFUL	19
20797.00041	US Trademark	US		Fuddruckers, Inc No Client Case No.	Pending Filed: 5/9/2003			FRESH, FLAVORFUL AND FAST	20

Case Tracking System All Cases Summary Report

Date: March 29, 2004

Case Number	Case Type	Country	Priority Case No.	Client Name, Client Case #	Status,		Pat/Reg No., Issue/Reg Date	Title	Cnt
					Filing Date, App. Serial #	Registered			
20797.00042	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 11/25/1994 App #: 74/602,786	Registered: 7/23/1996 Reg No: 1,989,277	JUST FOR THE HEALTH OF IT	21	
20797.00043	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 5/9/1994 App #: 74/520,859	Registered: 3/14/1995 Reg No: 1,884,141	KOO KOO ROO	22	
20797.00044	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 5/9/1994 App #: 74/520,858	Registered: 4/18/1995 Reg No: 1,890,023	KOO KOO ROO (LOGO)	23	
20797.00045	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 12/19/1988 App #: 73/770,031	Registered: 3/6/1990 Reg No: 1,586,199	KOO KOO ROO (LOGO)	24	
20797.00046	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 10/7/1996 App #: 75/178,163	Registered: 6/16/1998 Reg No: 2,165,186	KOO KOO ROO GOOD FOR YOO	25	
20797.00047	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 5/5/1999 App #: 75/698,167	Registered: 1/22/2002 Reg No: 2,531,144	KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN	26	
20797.00048	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 5/5/1999 App #: 75/698,031	Registered: 7/11/2000 Reg No: 2,366,152	KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN	27	
20797.00049	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 4/10/2000 App #: 76/022,801	Registered: 4/24/2001 Reg No: 2,446,386	KOO KOO ROO STUFFERS	28	
20797.00050	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 1/22/1988 App #: 73/706,986	Registered: 1/31/1989 Reg No: 1,522,786	KOO-KOO-ROO	29	
20797.00052	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 3/20/1995 App #: 74/648,542	Registered: 11/25/1997 Reg No: 2,116,595	THE VEGETABLE STAND SALADS	31	

**Case Tracking System
All Cases Summary Report**

Date: March 29, 2004

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Priority Case No.</u>	<u>Client Name, Client Case #</u>	<u>Status,</u>		<u>Pat/Reg No., Issue/Reg Date</u>	<u>Title</u>	<u>Cnt</u>
					<u>Filing Date, App. Serial #</u>	<u>Registered</u>			
20797.00112	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 11/2/1998 App #: 75/581,332	Registered: 1/25/2000 Reg No: 2,311,292	FUDDRUCKERS (BOTTLE CAP) IC 42	44	
20797.00225	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered Filed: 4/21/1997 App #: 75/278,264	Registered: 6/29/1999 Reg No: 2,256,324	WORLD'S GREATEST HAMBURGERS	135	
20797.00262	US Trademark	US		Fuddruckers, Inc No Client Case No.	Registered	Registered: 9/25/1984 Reg No: 1,298,164	FUDDRUCKERS	172	
20797.00457-H AWAII	State Trademark	hawaii		Fuddruckers, Inc No Client Case No.	Registered Filed: 11/8/2001	Registered: 11/9/2001 Reg No: 256095	KOO KOO ROO	266	
20797.00458-N EVADA	State Trademark	Nevada		Fuddruckers, Inc No Client Case No.	Registered Filed: 2/7/2000	Registered: 2/16/2000 Reg No: None	CHARGILLED CHICKEN CHOP & DESIGN (46)	267	

U.S. Serial No. 76/500441 **FUDDRUCKERS EXPRESS** was filed April 19, 2004 in the name of Fuddruckers, Inc., and is not subject to an assignment.

An Assignment has been filed to reflect the change in ownership of all U. S. Koo Koo Roo, Inc. marks to Magic Restaurants, LLC, but that assignment, which has been filed with the United States Patent and Trademark Office, has not yet been recorded.

All other U.S. Trademarks and Service marks of Fuddruckers, Inc. have been assigned to Magic Restaurants, LLC.

Most Foreign Trademarks are in the name of Fuddruckers, Inc. (or Koo Koo Roo, Inc., where applicable) and are expected to be assigned to Magic Restaurants, LLC as they become available for renewal.