

STATE OF GEORGIA
COUNTY OF FULTON

S. C.
SEP 17 1979
WESLEY

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ASSIGNMENT

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, SWS INVESTMENTS, INC., a Georgia corporation, hereafter referred to as "Assignor," does hereby sell, transfer, assign and convey and deliver unto HARVEY SAKS and JACOB GOLDBERG, of Cleveland, Ohio, hereafter collectively referred to as "Assignee," all of the right, title and interest and privileges of Assignor in, to and under the following:

1. That certain Contract for Purchase and Sale of Assets dated March 20, 1979, by and between Green Motels, Inc. and Motel Foods, Inc., as seller, and SWS Investments, Inc., as buyer;
2. All assets described in, subject to or in any way covered by the above-described contract;
3. The Memorandum of contract for Purchase and sale of Assets dated March 20, 1979, by and between Motel Foods, Inc. and Green Motels, Inc., as seller, and SWS Investments, Inc., as buyer, which memorandum has been recorded March 20, 1979, in Deed Book 1093, page 908, in the R.M.C. Office for Greenville County, South Carolina;
4. All right, title and interest of Assignor under the aforesaid contract and memorandum in and to that certain real property described in Exhibit A, attached hereto and incorporated by reference herein;
5. That certain Escrow Agreement dated March 20, 1979, by and between Green Motels, Inc. and Motel Foods, Inc. as seller, SWS Investments, Inc., as buyer, and Lawyers Title of Greenville, Inc., as agent, including without limitation the right to have all of such escrow documents held by the Agent to be delivered to Assignee herein named (Assignor hereby conveying unto Assignee the right and power to receive such documents upon satisfaction of the escrow conditions).

This Assignment carries with it all the rights of Assignor under the aforesaid, and Assignor shall have no further rights or privileges under any of the matters described above.

Assignee does hereby accept the assignment of all the foregoing items, subject to all the provisions of the documents described above. Assignee shall have no rights under the documents described above superior to those of the original Buyer named in such documents. Any act by either the original Buyer or by Assignee which would constitute an event of default under any of the documents described above shall entitle the Seller under such documents to pursue his remedies as provided therein. By acceptance of the same, Assignee assumes the rights, duties and obligations of the Buyer under the aforesaid contract. Assignee shall hereafter possess all the rights of Assignor under the aforesaid.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, executors and assigns.

THIS INSTRUMENT PREPARED BY:

Wesley C. Warren, Jr.
Wesley C. Warren, Jr.
850 First National Bank Building
Decatur, Georgia 30030

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