

07-09-1998

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):

100759102

Receiving party(ies):

The Registry Hotel Corporation
1950 Stemmons Freeway, Suite 1000
Dallas, Texas 75207

Name: **Florida Panthers Holdings, Inc.**

Internal Address:

Street Address: **450 East Las Olas Boulevard,**
State **FL**

City: **Ft. Lauderdale** State: **Florida** ZIP: **33301**

- Individual(s)
- General Partnership
- Corporation-State-Texas
- Other

- Association
- Limited Partnership

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

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State **Florida**

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

3. Nature of conveyance:

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

Execution Date: **June 15, 1998**

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

992,714	1,193,819	1,283,733
1,139,112	1,245,631	1,287,396
1,815,854		

Additional numbers attached? Yes No

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

Name: **Lin M. Cherry, Esq.**

Internal Address: **Akerman, Senterfitt & Eidson, P.A.**

Street Address: **One S.E. Third Avenue, 27th Floor**

City: **Miami** State: **FL** Zip: **33131-1704**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41) **\$190.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

07/08/1998 DNGUYEN 00000314 992714

01 FC:481
02 FC:482

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150.00 OF

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.

Lin M. Cherry, Esq.

Name of Person Signing

June 22, 1998

Date

Total number of pages comprising cover sheet: **1**

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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EXHIBIT A-2

TRADEMARKS

FILE NO.	HITH NO.	MARK	CLASS	COUNTRY/ STATE	ASSOCIATE	APPLICATION/ REG. NO.	STATUS
		BRASS PELICAN					COMMON LAW
		CAFE CHABLIS	42 Miscellaneous	AUSTRALIA		B389909	REGISTERED
		CAFE CHABLIS	42	CANADA		303382	REGISTERED
		CAFE CHABLIS	41 Restaurant Services	USA		1283733	REGISTERED
		GRAND PORTAGE	41 Restaurant Services	USA		1159547	CANCELED -SEC. 8
		LA CHAMPAGNE		CANADA			REGISTERED ON 3/2/84
		LA CHAMPAGNE	41 Restaurant Services	USA		1245631	REGISTERED
		LA TACHE	41 Restaurant Services	USA		1287396	REGISTERED
		LAFITE					COMMON LAW
		LAS PALMAS INN	42 Miscellaneous	FLORIDA		921103	REGISTERED
		LATOUR	41 Restaurant Services	USA		73-390511	ABANDONED
		LE CHARDONNAY	41 Restaurant Services	USA		1393552	CANCELED -SEC. 8

TRADEMARK

FILE NO.	HTH NO.	MARK	CLASS	COUNTRY/ STATE	ASSOCIATE	APPLICATION/ REG. NO.	STATUS
67564.0136	M6306	R AND DESIGN	42 Miscellaneous	USA		1139112	RENEWAL DUE 8/26/00
		RAVELS	41 Restaurant Services	USA		1363790	CANCELED -SEC. 8
		REVEL	41 Restaurant and Bar Services.	USPTO		1963485	REGISTERED
		THE BRIOCHE	41 Restaurant Services	USA		1193819	REGISTERED SUPPLEMENTAL REGISTER
		THE NEW STANDARD	42 Miscellaneous	TEXAS		46900	EXPIRED
		THE NEW STANDARD (STYLIZED LETTERS)	42 Miscellaneous	USA		1446921	CANCELED -SEC. 8
67564.0102	M6224AS	THE REGISTRY	42 Miscellaneous	AUSTRALIA	F.B. RICE & CO. 011 61 2 810 8881	A526383	RENEWAL DUE 1/4/07
67564.0119	M6225BN	THE REGISTRY	16 Printed matter	BENELEUX	NEDERLANDSCH OCTROOIBUREAU 011 31 70 3527528	63744	RENEWAL DUE 10/10/99
67564.0103	M6224CN	THE REGISTRY	42 Miscellaneous	CANADA	SHAPIRO COHEN ANDREWS FINLAYSON 613/563-9231	246133	RENEWAL DUE 6/6/10
		THE REGISTRY		CHILE		259928	
67564.0179	M6224FR	THE REGISTRY	42 Miscellaneous	FRANCE		1547335	RENEWAL DUE 8/22/99
67564.0105	M6224GM	THE REGISTRY	42 Miscellaneous	GERMANY	UEXKULL & STOLBERG 011 49 40 899 654 88	1005848	RENEWAL DUE 3/2/99

REEL: 1749 FRAME: 0980

FILE NO.	HTH NO.	MARK	CLASS	COUNTRY/ STATE	ASSOCIATE	APPLICATION/ REG. NO.	STATUS
67564.0104	M6224GB	THE REGISTRY	42 Miscellaneous	GREAT BRITAIN	HEPWORTH LAWRENCE BRYER & BIZLEY 011 441 279 411 934	1363460	RENEWAL DUE 11/12/05
67564.0107	M6224HK	THE REGISTRY	42 Miscellaneous	HONG KONG	DEACONS 011 852 2 810 0431	4205/1993	RENEWAL DUE 3/2/99
67564.0108	M6224HK.1	THE REGISTRY	39 Travel arrangements	HONG KONG	DEACONS 011 852 2 810 0431	1063/94	RENEWAL DUE 3/2/99
67564.0120	M6225HK	THE REGISTRY	16 Printed matter	HONG KONG	DEACONS 011 852 2 810 0431	B2842/1994	RENEWAL DUE 12/18/06
67564.0121	M6225IO	THE REGISTRY	16 Printed matter	INDONESIA	OEI TAT HWAY LAW FIRM 011 62 21 781 7668	278096	RENEWAL DUE 2/6/02
		THE REGISTRY	16 Printed matter	INDONESIA		278096	
67564.0109	M6224IT	THE REGISTRY	42 Miscellaneous	ITALY	ING. BARZANO & ZANARDO ROMA 011 39 6 6794692	588368	RENEWAL DUE 1/23/00
67564.0110	M6224JA	THE REGISTRY	42 Miscellaneous	JAPAN	ASAMURA PATENT OFFICE 011 81 3 3246 1239	3135615	RENEWAL DUE 3/29/06
67564.0122	M6225JA	THE REGISTRY	16 Printed matter	JAPAN	ASAMURA PATENT OFFICE 011 81 3 3246 1239	2444614	RENEWAL DUE 8/31/02
		THE REGISTRY		JAPAN		102259/92	
67564.0123	M6225MS	THE REGISTRY	16 Printed matter	MALAYSIA	ELLA CHEONG & G. MIRANDAH 011 65 337 0031	89/07921	RENEWAL DUE 12/22/06

TRADEMARK

REEL: 1749 FRAME: 0981

FILE NO.	HTH NO.	MARK	CLASS	COUNTRY/ STATE	ASSOCIATE	APPLICATION/ REG. NO.	STATUS
67564.0112	M6224MX	THE REGISTRY	42 Miscellaneous	MEXICO	GOODRICH RIQUELME Y ASOCIADOS 011 525 525 1227	461711	RENEWAL DUE 10/2/02
		THE REGISTRY		MEXICO		151398	
		THE REGISTRY		NICARAGUA		77984	
67564.0113	M6224PH	THE REGISTRY	42 Miscellaneous	PHILLIPINES	TAN, MANZANO & VELEZ 011 632 891 11 98	52856	STATEMENT OF USE DUE 7/15/97
67564.0124	M6225PR	THE REGISTRY	16 Printed matter	PORTUGAL	J.E. DIAS COSTA 011 351 1 387 57 75	204328	RENEWAL DUE 2/11/07
67564.0114	M6224RU	THE REGISTRY	42 Miscellaneous	RUSSIA	SOJUZ PATENT 011 70 95 230 27 67	91065	RENEWAL DUE 1/3/00
67564.0118	M6225AR	THE REGISTRY	16 Printed matter	SAUDIA ARABIA	CABINET LAVOIX 011 33 14 874 54 56	101/39	RENEWAL DUE 7/5/99
67564.0115	M6224SI	THE REGISTRY	42 Miscellaneous	SINGAPORE	ELLA CHEONG 011 65 337 0031	1683/91	RENEWAL DUE 3/1/01
		THE REGISTRY		SINGAPORE		8397/89	
67564.0116	M6224SP	THE REGISTRY	42 Miscellaneous	SPAIN	CLARKE, MODET & CO. 011 34 1 803 8220	9246452	RENEWAL DUE 11/3/00
67564.0125	M6225SZ	THE REGISTRY	16 Printed matter	SWITZERLAND	NOVAMARK 011 41 22 731 33 84	388640	RENEWAL DUE 12/21/09
67564.0117	M6224TW	THE REGISTRY	42 Miscellaneous	TAIWAN	TAIWAN INTL. PATENT & LAW OFFICE 088 886 2 508 3711	47003	RENEWAL DUE 9/15/00
67564.0126	M6225TH	THE REGISTRY	16 Printed matter	THAILAND	ANEK & BRISCHON 011 66 2 236 5835	141540	RENEWAL DUE 1/29/00

REEL: 1749 FRAME: 0982

FILE NO.	HTH NO.	MARK	CLASS	COUNTRY/ STATE	ASSOCIATE	APPLICATION/ REG. NO.	STATUS
67564.0127	M6225TK	THE REGISTRY	16 Printed matter	TURKEY	AHMET ATALAY LAW FIRM 011 90 212 593325	120226	RENEWAL DUE 6/13/00
67564.0101	M6224	THE REGISTRY	42 Miscellaneous	USA		72/464,536/992714	RENEWAL DUE 9/3/04
67564.0169	M7554ITU	THE REGISTRY	36 Real Estate Brokerage	USA		75/057,831	RESPONSE TO OFFICE ACTION DUE 3/26/97
67564.0150	M6897	THE REGISTRY	16 Printed matter	USA		1815854	8/15 DUE 1/11/99
67564.0167	M7336ITU	THE REGISTRY	36 Real Estate Brokerage/ 37 Real Estate Development	USA		74/677,446	ALLOWED--STMT OF USE OR EXT OF TIME DUE 5/21/97
67564.0166	M6997AT	THE REGISTRY HOTEL	39 Travel arrangement	ANTIGUA	SYDNEY P. CHRISTIAN & ASSOC. 809/461-0767	49/93	LTA 8/21/96 RE STATUS; AWAITING CERTIFICATE OF REGISTRATION
67564.0152	M6995AG	THE REGISTRY HOTEL	42 Miscellaneous	ARGENTINA	BRONS & SALAS 011 54 111421	1,506,984	RENEWAL DUE 2/28/04
		THE REGISTRY HOTEL		ARGENTINA		1873197	
67564.0151	M6995AA	THE REGISTRY HOTEL	42 Miscellaneous	ARUBA	SJIEM FAT & SAJIEM FAT 011 297 8 31910	16154	RENEWAL DUE 3/25/03
67564.0153	M6995BR	THE REGISTRY HOTEL	42 Miscellaneous	BARBADOS	GEORGE WALTON PAYNE & CO. 809/427-5667	P1097	AWAITING EXAMINATION

TRADEMARK

REEL: 1749 FRAME: 0983

FILE NO.	HTH NO.	MARK	CLASS	COUNTRY/ STATE	ASSOCIATE	APPLICATION/ REG. NO.	STATUS
67564.0154	M6995BZ	THE REGISTRY HOTEL	42 Miscellaneous	BRAZIL	MOMSEN, LEONARDOS & CIA 011 55 21 233 1642	817215301	RENEWAL DUE 3/7/05
67564.0155	M6995CL	THE REGISTRY HOTEL	42 Miscellaneous	COLUMBIA	CASTILO, GRAU & ASSOCIATES 011 57 1 285 9267	379516	RENEWAL DUE 12/29/04
67564.0156	M6995CS	THE REGISTRY HOTEL	42 Miscellaneous	COSTA RICA	VARGAS, JIMENEZ & PERALTA 011 506 255 2174	85475	RENEWAL DUE 1/11/04
67564.0157	M6995EC	THE REGISTRY HOTEL	42 Miscellaneous	ECUADOR	BUSTAMANTE & BUSTAMANTE 011 593 2 564 628	0224-94	RENEWAL DUE 7/13/04
		THE REGISTRY HOTEL		ECUADOR		37716	
		THE REGISTRY HOTEL		EL SALVADOR		1417/93	
67564.0158	M6995ES	THE REGISTRY HOTEL	42 Miscellaneous	EL SALVADOR	ROMERO PINEDA & ASOCIADOS 011 503 279 1499	924645/2	TAX DUE 9/19/01 RENEWAL DUE 9/19/05
67564.0159	M6995GT	THE REGISTRY HOTEL	42 Miscellaneous	GUATEMALA	MAYORA Y MAYORA 011 502 2 323 523	79,951/93-002910	RENEWAL DUE 7/29/96
67564.0160	M6995HD	THE REGISTRY HOTEL	42 Miscellaneous	HONDURAS	BUFETE, GUTIERREZ & FALLA 011 504 36 6149	3882	RENEWAL DUE 8/30/05
67564.0165	M6997NA	THE REGISTRY HOTEL	16 Printed matter	NETHERLANDS ANTILLES	SJIEM FAT 011 297 8 31910	17519	RENEWAL DUE 4/7/03
67564.0161	M6995NC	THE REGISTRY HOTEL	42 Miscellaneous	NICARAGUA	CARRION, CRUZ, HUECK & MANZANARES 011 505 2 671005	26,932	RENEWAL DUE 10/11/04

FILE NO.	HTH NO.	MARK	CLASS	COUNTRY/ STATE	ASSOCIATE	APPLICATION/ REG. NO.	STATUS
		THE REGISTRY HOTEL		NICARAGUA		16556	
67564.0163	M6995PN	THE REGISTRY HOTEL	42 Miscellaneous	PANAMA	ARIAS, FABRIEGA & FABRIEGA 011 507 64 0710	70636	RENEWAL DUE 8/28/05
67564.0162	M6995PE	THE REGISTRY HOTEL	42 Miscellaneous	PERU	ESTUDIO COLMENARES SRL 011 51 14 444 102	000821	RENEWAL DUE 11/17/03
67564.0164	M6995VZ	THE REGISTRY HOTEL	42 Miscellaneous	VENEZUELA	BENTATA, HOET & ASCIADOS 011 58 2 951 3067	415793	APPROVED, AWAITING REGISTRATION (expected in 1998)

TRADEMARK
REEL: 1749 FRAME: 0985

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS dated as of June 15, 1998 from **THE REGISTRY HOTEL CORPORATION**, a Texas corporation ("Assignor") to **FLORIDA PANTHERS HOLDINGS, INC.**, a Delaware corporation (the "Assignee"), pursuant to that certain Intellectual Property Purchase Agreement dated as of June 15, 1998 ("Agreement"), by and between the Assignor, and the Assignee, providing for the purchase and sale of certain of the assets of the Assignor used in its hotel, resort and restaurant business (the "Business").

RECITALS

WHEREAS, Assignor does, for itself and its successors and assigns, hereby represent, warrant, covenant and agree to and with the Assignee, its successors and assigns, that it is the lawful owner of (i) all trademarks, trade names, service marks, logos and, designs set forth on Exhibit A-2 to this Assignment and Schedule A to the Agreement along with all trademark rights in trade styles and trade dress which is used in connection with the trademarks set forth on Exhibit A-2 (the "Trademarks") and all copyrights, patents and other intellectual property which is owned by Assignor and which is used in connection with the Trademarks, including all common law rights in and to the foregoing, all registrations and applications to register the same and all licenses for the use thereof and (b) the goodwill of the Business connected with the use of, and symbolized by, the Trademarks, such that the reality symbolized by the assigned Trademarks will continue, (the property described in (a) and (b) above being collectively referred to as the "Intellectual Property").

WHEREAS, Assignor does hereby represent, warrant, covenant and agree that the Intellectual Property, including the Trademarks, is free from all liens and encumbrances; that it has good and valid right to sell, bargain, grant, transfer, convey and deliver the same to the Assignee; and that it will warrant and defend the sale of the said Intellectual Property unto the Purchaser, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

WHEREAS, Assignor desires to grant and Assignee desires to acquire an assignment of the Trademarks and all Trademark Rights (as defined below) in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, such that the reality symbolized by the assigned Trademarks will continue;

WHEREAS, Assignor's business is ongoing and existing and Assignee is or intends to be the successor to the business of Assignor;

WHEREAS, Assignee desires to have its assignment in the Trademarks confirmed by a document identifying that assignment and in a form as may be recorded in the United States Patent and Trademark Office;

WHEREAS, Assignor desires to grant Assignee all of its rights in and to all of the Intellectual Property including all designs, pictures, drawings, photographs, characters, graphics, and any other

copyrightable materials which were created for use in connection with, were actually used in connection with or incorporate any of the Trademarks or any derivatives thereof (the "Designs").

WHEREAS, Assignee is desirous of acquiring an assignment of Assignor's rights in and to the Designs, which would be effective as of and relate back to the date on which each Design was created.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

TERMS OF AGREEMENT

1. **Assignment.** Assignor does hereby assign unto Assignee all worldwide right, title, interest and claims in and to:

1.1 The Trademarks and all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Trademarks and proceeds of any and all of the above (the Trademarks, royalties and proceeds being referred to collectively in this Agreement as the "Trademark Rights");

1.2 The goodwill of the business connected with the use of, and symbolized by, the Trademarks (which rights, interests and claims being referred to in this Agreement as "Goodwill"), as indicated by the assignment herein of all right, title, interest and claim in and to the books, records and tangible assets including, but not limited to books and records relating to quality control and advertising of the goods/services offered under the Trademarks and existing inventories of stationary, paper goods, linens, eating utensils, glassware and china which incorporate, utilize or relate to any of the Trademarks;

1.3 Existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interests and claims being referred to in this Agreement as "Claims," and the Trademark Rights, Goodwill and Claims being collectively referred to as the "Trademark Property");

1.4 All the rights in and to the Designs of every kind, nature and description, including, but not by way of limitation: (i) the physical sketches, drawings, prints, slides, negatives and copies which actually exist; (ii) the right to secure copyright thereon anywhere throughout the world, in Assignee's name or otherwise; (iii) any and all publication rights therein, in whatever form; (iv) the right to use, license, exploit, sell or otherwise dispose thereof in any manner and for any purpose Assignee sees fit; and (v) any and all subsidiary rights therein; and (vi) existing and future profits and damages for past and future infringements of the Designs, (the Designs, together with all of the foregoing, the "Copyright Property").

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (1) to endorse and/or file of record, all assignment, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Trademark Property and the Copyright Property (the Trademark Property and Copyright Property hereinafter collectively referred to as the "Intellectual Property"); (2) to grant or issue an exclusive or non-exclusive license under the Intellectual Property to any other person, (3) to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Intellectual Property to any other person, (4) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Intellectual Property as provided herein, (5) to defend or compromise any and all actions, suits or proceedings in respect of the Intellectual Property and to do all things in relation thereto as Assignee shall deem advisable, and (6) to take all action which Assignee may deem proper in order to provide for Assignee the benefits of the Intellectual Property and the Designs. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignor here ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **[Intentionally Deleted]**

4. **Benefit.** This Agreement shall be binding upon, and inure to the benefit of, the Assignor and Assignee and their respective successors and assigns.

5. **Waiver, Modification or Cancellation.** Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of the same, shall not be valid unless made in writing and signed by the parties hereto.

6. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Florida applicable to agreements which are executed and fully performed within the state.

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the terms and conditions of the Agreement and for the consideration set forth therein, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, conveys, sells, assigns, transfers and delivers to the Assignee, its successors and assigns, all of its right, title, interest and benefit, of whatever kind and nature, tangible and intangible, in and to the assets and properties described below wherever situated, all as the same exist on the date hereof, free and clear of any and all liabilities, liens, encumbrances, mortgages, security interests, pledges, restrictions and claims of any kind or nature, contingent or otherwise:

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name by its officer thereunto duly authorized and its corporate seal to be affixed, on the date first above written.

ASSIGNOR:

THE REGISTRY HOTEL CORPORATION, a
Texas corporation

By: D. Kent Casey
Name: _____
Title: _____

ASSIGNEE:

FLORIDA PANTHERS HOLDINGS, INC., a
Delaware corporation

By: [Signature]
Name: _____
Title: _____