

08-24-1998



Equivalent to Form PTO-1594

100797262

To the Hon. Commissioner of Patents and Trademarks  
Please record the attached original or copy thereof

Attach bar code label here:

8/10/98

Docket No. SAM-G1

1- Name of Conveying Party(ies): The Samurai, Inc., a New York corporation.

2- Name of Receiving Party(ies): Noodle Time, Inc.

Address of Receiving Party(ies): 8685 Northwest 53rd Terrace, Miami, Florida 33166-4591

- Individual citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State Florida
- Other: \_\_\_\_\_

U.S. Patent & TMO/TM Mail Rpt Dt. #64



08-10-1998

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)

3- Nature of Conveyance:

- Assignment  Change of Name  Merger
- Security Agreement  Other: \_\_\_\_\_

EXECUTION DATE: August 7, 1998

4- Application number(s) or Registration number(s):

See Attached SCHEDULE OF UNITED STATES SERVICE MARK AND TRADEMARK REGISTRATIONS  
ASSIGNED FROM THE SAMURAI, INC. TO NOODLE TIME, INC.

A) Application number(s): B) Registration number(s):

5- Name and Address of party to whom  
correspondence concerning document  
should be mailed:  
**Sheldon R. Pontao**  
McAulay Nissen Goldberg Kiel & Hand, LLP  
261 Madison Avenue  
New York, NY 10016-2391  
(212)986-4090

6- Total number of applications and patents  
involved: 2

7- TOTAL FEE (37 CFR 3.41): 65.00

Enclosed (The Commissioner is hereby authorized to  
charge the deposit account any additional fees required or to  
credit any overpayment to Deposit Account No: 13-0025.)

Authorized to be charged to Deposit Account

8- Deposit Account No: 13-0025 Attach duplicate  
copy of this page if paying by deposit account)

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SERIALS  
TRADEMARK  
RENEWALS  
SECTION  
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REF: 1772 FRAME 0526

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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.

**Sheldon R. Pontace**  
Name of Person Signing

*Sheldon R. Pontace*  
Signature

**August 10, 1998**  
Date

Total number of pages including cover sheet, attachments, and documents: 6

**SCHEDULE OF UNITED STATES  
SERVICE MARK AND TRADEMARK REGISTRATIONS  
ASSIGNED FROM THE SAMURAI, INC. TO NOODLE TIME, INC.**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
SAMURAI	961,735	06/19/73
SAMURAI (in Chinese characters) and Design	961,736	06/19/73

UNITED STATES ASSIGNMENT

WHEREAS, The Samurai, Inc., is a corporation of the State of New York having a former address at Suite 806, 11900 Biscayne Boulevard, Miami, Florida 33181 and current address at 8685 Northwest 53rd Terrace, Miami, Florida 33166 (hereinafter "Assignor"), is the owner of the service marks and trademarks that are listed on Exhibit A attached hereto;

WHEREAS Noodle Time, Inc., a corporation of the State of Florida, having an address at 8685 Northwest 53rd Terrace, Miami, Florida 33166 (hereinafter "Assignee") has acquired the right, title and interest to said service marks and trademarks with the goodwill of the business associated therewith, including those certain intellectual property rights more fully described on Exhibit A attached hereto;

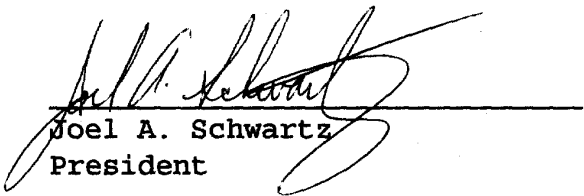
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the Assignor, the Assignor hereby sells, assigns and transfers unto said Assignee, its successors and assigns the entire right, title and interest, in the United States to the service marks and trademarks together with the goodwill of the business associated

therewith and the United States Registrations that are listed on Exhibit A attached hereto.

The Assignor does hereby further sell, assign and transfer to the said Assignee any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past infringements of said service marks and trademarks, together with the right in Assignee, its successors, assigns, or other legal representatives, to sue and recover therefore, including the right to bring suit in its own name, and to receive, retain, hold and enjoy for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, any and all damages, profits, or other recoveries or compensation on account thereof or resulting therefrom.

IN WITNESS WHEREOF, the undersigned Assignor has hereto caused this Assignment to be signed by its duly authorized officer this 7th day of August 1998.

The Samurai, Inc.



Joel A. Schwartz  
President

**EXHIBIT A OF UNITED STATES ASSIGNMENT**

**SCHEDULE OF UNITED STATES  
SERVICE MARK AND TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
SAMURAI	961,735	06/19/73
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