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To the Honorable Commissioner of Patents

05-12-1999



101034634

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
APR 29 1999	
original documents or copy thereof.	

1. Name of conveying party(ies):

RA Mark Corp.
1105 North Market Street, Suite 1300
Wilmington, DE 19801

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: January 7, 1999

2. Name and address of receiving party(ies)

Name: RCPI Trust

Internal Address: _____

Street Address: 45 Rockefeller Plaza

City: New York State: NY ZIP: 10022

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Delaware business trust

if assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No N/A

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No N/A

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 1,565,201 - The Sea Grill & Design

Additional numbers attached? ☐ Yes ☒ No

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

Name: Keri A. Christ, Esq.
Milbank, Tweed, Hadley & McCloy LLP
Internal Address: _____

Street Address: 1 Chase Manhattan Plaza

City: New York State: NY ZIP: 10005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

13-3250

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

05/10/1999 DNGUYEN 00000309 133250 1565201

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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.

M. Stuart Pixley
Name of Person Signing

Signature

April 29, 1999

Date

Total number of pages including cover sheet, attachments, and document: 7

09999-09300

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

TRADEMARK
REEL: 1895 FRAME: 0682

SCHEDULE A

Mark
SEA GRILL & DESIGN

Registration No.
1,565,201



The Sea Grill

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is entered into this 7th day of January, 1999, by and between RCPI TRUST, a Delaware business trust ("Assignee"), and RA Mark Corp. a Delaware corporation ("Assignor").

W I T N E S S E T H:

WHEREAS, Assignor is the current owner of record of United States trademark Registration No. 1,565,201 (the "Registration") for the trademark SEA GRILL & Design (the "Mark") covering "restaurant services" which was registered in the United States Patent and Trademark Office on November 7, 1989 in the form shown on the attached Schedule A. The Mark is used in connection with the operation of a restaurant which is situated within a complex of buildings, retail shops, theaters, restaurants and other related facilities in New York, New York, known as "Rockefeller Center" (the "Premises") that are owned and operated by Assignee; and

WHEREAS, Assignor and Assignee have entered into a lease agreement (the "Lease Agreement"), executed concurrently with this Assignment, whereby Assignor leases from Assignee the Premises in which Assignor will operate a business concern known as the SEA GRILL restaurant (the "Facility") and in which Assignor has agreed that the Mark used in connection with the Facility shall be the exclusive property of Assignee as landlord, and that all use of the Mark shall inure to Assignee's benefit; and

WHEREAS, Assignee thus desires to obtain from Assignor and Assignor desires to transfer, assign and otherwise convey to Assignee any and all of Assignor's rights, title and interest in, to and under the Mark, and the good will associated therewith, including the Registration.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements of the parties as set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby transfer, assign and otherwise convey to Assignee and Assignee hereby accepts the assignment and transfer of, all of Assignor's right, title and interest in, to and under (1) the Mark, together with the goodwill associated with and symbolized by the Mark, and all marks consisting of or comprising the Mark, and the Registration, including any renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Mark as of the date hereof and hereafter (except to the extent

covered by the provisions of that certain Sea Grill License Agreement between the parties of even date herewith), (2) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Assignor hereby agrees to perform all acts reasonably necessary and appropriate to vest in Assignee, or to its successors and assigns, the rights hereby transferred including, but not limited to, filing assignment documents in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, and to promptly execute all papers and to perform such other necessary and appropriate acts as may be reasonably requested by Assignee in order to obtain assignment documents in recordable form and to vest the rights, title and interest hereby transferred.


3. This Assignment shall be governed and construed according to the laws of the State of New York, United States of America, as if it were wholly executed and wholly performed within the State of New York without reference to its conflicts of laws provisions, and the trademark laws of the United States of America, as applicable.

4. This Assignment shall inure to the benefit of the successors and assigns of Assignee, and shall be binding upon the successors and assigns of Assignor.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized representatives as of January 7, 1999.


RA MARK CORP.

By:


Name: Fortunato Valenti
Title: President


STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 7th day of January, 1999, there appeared before me Fortunato Valenti, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed with full authority to do so.


Notary Public

AMY S. STILLMAN
Notary Public, State of New York
No. 02ST5073435
Qualified in New York County
Commission Expires Feb. 24, 1999

RCPI TRUST:

By: 
Name: Geoffrey P. Wharton
Title: Vice-President

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 7th day of January, 1999, there appeared before me Geoffrey P. Wharton
personally known to me, who acknowledged that he/she signed the foregoing Assignment as
his/her voluntary act and deed with full authority to do so.


Notary Public

NY2:#4284465v2

AMI WELLMAN
Notary Public, State of New York
No. 01WE4831522
Qualified in New York County
Commission Expires March 30, 1999

NY2:#4284905v2

RECORDED: 04/29/1999

TRADEMARK
REEL: 1895 FRAME: 0686