

102-99

06-04-1999



101055293

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):
 BOOKBINDER'S RESTAURANT, INC.
 123 Walnut Street
 Philadelphia, Pennsylvania 19106

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

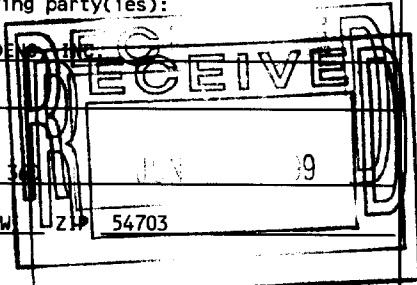
Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 3/31/99

2. Name and address of receiving party(ies):
 Name: SILVER SPRING GARDENS, INC.
 Internal Address: _____
 Street Address: _____ P. O. Box _____
 City Eau Claire State WI ZIP 54703



Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State of Wisconsin

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation 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)
 B. Trademark Registration No.(s)
2,121,060
1,524,711

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Veronica Colby Devitt
 Internal Address: Limbach & Limbach L.L.P.
 Street Address: 2001 Ferry Building
 City, State, ZIP: San Francisco, California 94111
 Telephone: (415) 433-4150
 Facsimile: (415) 433-8716
 Attorney Docket No. SSGI-200 USA

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ 65.00
 Enclosed
 Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420
 Authorized to be charged to deposit account

8. Deposit account number: 12-1420
 (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.

Veronica Colby Devitt [Signature] May 25, 1999
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3

OMB No. 0651-0011 (exp 4/94)
06/03/1999 DNGUYEN 00000135 2121060

01 FC:481 40.00 OP
02 FC:482 25.00 OP
documents to be recorded with cover sheet information to:

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011). Washington, D.C. 20503

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT AGREEMENT is made as of the 31st day of March, 1999, between **BOOKBINDER'S RESTAURANT, INC.** ("Assignor"), a Pennsylvania corporation, with offices at 123 Walnut Street, Philadelphia, PA 19106 and Silver Spring Gardens, Inc., a Wisconsin corporation, with an address at P.O. Box 360, Eau Claire, Wisconsin 54702-0380 ("Assignee").

WITNESSETH

WHEREAS, Assignor owns the following trademarks:

<u>MARK</u>	<u>REG. NO.</u>
OLD ORIGINAL BOOKBINDER'S EST 1865THE WORLD FAMOUS RESTAURANT DOWN BY THE RIVER and Design	2,121,060
OLD ORIGINAL BOOKBINDER'S and Design	1,524,711

(hereinafter the "Trademarks").

WHEREAS, Assignor desires to assign the Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for future infringements thereof.

2. **Acceptance of Assignment.** Assignee hereby accepts the foregoing assignment.

3. Miscellaneous.

a. Controlling Law. This Assignment Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of Pennsylvania.

b. Binding Nature of Agreement. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

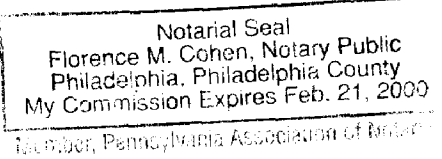
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

BOOKBINDER'S RESTAURANT, INC.

By: John E. Taxin
Name: John E. Taxin
Title: President

Sworn to and Subscribed
before me this 31st day of
March, 1999.

Florence M. Cohen
Notary Public



SILVER SPRING GARDENS, INC.

By: _____
Name: _____
Title: _____

Sworn to and Subscribed
before me this ____ day of
_____, 1999.

Notary Public