

ASSIGNMENT

FORM PTO-1584 1-31-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Tumbleweed, Inc.  
1900 Mellwood Avenue  
Louisville, Kentucky 40206

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

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

2. Name and address of receiving party(ies):  
Name: TW Royalty, Inc.  
Internal Address: Bank of America Center Suite 850  
Street Address: 101 Convention Center  
Las Vegas NV 89109  
City: Las Vegas State: NV ZIP: 89109

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Nevada  
 Other

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

3. Nature of conveyance: Note: Effective Date of January 1, 1999  
 Assignment  
 Security Agreement  
 Other  
 Merger  
 Change of Name

Execution Date: December 22, 1999

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
DNA

B. Trademark registration No.(s)  
See Attached Exhibit

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: David H. Cooper, Esq.  
Goldberg & Simpson PSC  
Internal Address:  
Street Address: 101 South Fifth Street  
Suite 3000 National City Tower  
City: Louisville State: KY ZIP: 40202

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$415.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: DNA  
(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.

Signature: [Signature] Date: December 22, 1999  
Name of Person Signing: David H. Cooper, Attorney of Record  
Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 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

01 FC:481  
02 FC:482

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. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

2.23.00

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03-27-2000

\$40.00 for first registration; \$25.00 for each additional registration

TRADEMARK

REEL: 002044 FRAME: 0225

**EXHIBIT TO COVER SHEET  
QUESTION 4-B<sup>1</sup>**

<b>Marks:</b>	<b>Registration Numbers:</b>	<b>Registration Dates:</b>
Tumbleweed Mexican Food & Design	1,228,763	February 22, 1983
Tumbleweed	1,265,294	January 24, 1984
Tumbleweed & Design	1,265,312	January 24, 1984
Tumbleweed & Design	1,265,313	January 24, 1984
Tumbleweed & Design	1,265,314	January 24, 1984
Tumbleweed & Design	1,265,315	January 24, 1984
Tumbleweed & Design	1,509,508	October 18, 1988
Tumbleweed & Design	1,847,798	August 2, 1994
Tumbleweed & Design	1,847,833	August 2, 1994
Tumbleweed & Design	1,847,931	August 2, 1994
Tumbleweed	2,018,617	November 26, 1996
Tumbleweed & Design	2,030,238	January 14, 1997
Tumbleweed & Design	2,030,239	January 14, 1997
Tumbleweed Tewgo & Design	2,060,848	May 13, 1997
Tumbleweed	2,072,442	June 17, 1997
Tumbleweed Twister Onions	1,890,638	April 18, 1995

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<sup>1</sup> All of these 16 registrations are now titled to Tumbleweed, Inc., a Delaware corporation, pursuant to (i) Corrected Notice of Recordation and Assignment Document dated July 6, 1999 (Recordation Date 3/22/1999, Reel/Frame 1874/0878 and (ii) Corrected Notice of Recordation and Assignment Document dated December 1, 1999 (Recordation Date 7/15/1999, Reel/Frame 001961/0471 (copies of both Corrected Notices are attached herewith).

**TRADEMARK  
REEL: 002044 FRAME: 0226**

**ASSIGNMENT OF TRADE MARKS  
AND REGISTRATIONS THEREOF**

This Assignment ("**Assignment**") is entered into as of the ~~14~~ day of December, 1999, *but effective as of January 1, 1999*, by and between (i) **TUMBLEWEED, INC.**, a Delaware corporation having its principal place of business at 1900 Mellwood Avenue, Louisville, Jefferson County, Kentucky 40206 (the "**Assignor**") and (ii) **TW ROYALTY, INC.**, a Nevada corporation with its principal place of business located at Bank of America Center, 101 Convention Center Drive, Suite 850, Las Vegas, Nevada 89109 (the "**Assignee**").

**WHEREAS**, the following trademarks and/or service marks and corresponding registrations thereof were conveyed from **Tumbleweed, LLC**, a Kentucky limited liability company, to Assignor, by virtue of a merger (the "**Merger**") pursuant to (i) Corrected Notice of Recordation and Assignment Document dated July 6, 1999 (Recordation Date 3/22/1999, Reel/Frame 1874/0878 and (ii) Corrected Notice of Recordation and Assignment Document dated December 1, 1999 (Recordation Date 7/15/1999, Reel/Frame 001961/0471, in each case as recorded in the Assignment Division of the Patent and Trademark Office (verification of such recordation of Merger is attached herewith as **EXHIBIT A**);

**WHEREAS**, Assignor, as the surviving business entity of **Tumbleweed, LLC** pursuant to the Merger and by operation of law, presently owns all rights, title and interest in and to the following Marks (collectively, the "**Marks**") including, without limitation, all rights to sixteen United States Registrations listed below as issued by the USPTO; and

**WHEREAS**, this Assignment of the following trade marks and the corresponding registrations thereof provides for Assignor to transfer ownership of the Marks, and all the good will symbolized therewith, to Assignee (photocopies of actual registrations are appended herewith as **EXHIBIT B**):

<b>Marks:</b>	<b>Registration Numbers:</b>	<b>Registration Dates:</b>
Tumbleweed Mexican Food & Design	1,228,763	February 22, 1983
Tumbleweed	1,265,294	January 24, 1984
Tumbleweed & Design	1,265,312	January 24, 1984
Tumbleweed & Design	1,265,313	January 24, 1984

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*Assignment of Trademarks and Registrations from Tumbleweed, Inc.  
to TW Royalty, Inc. for Recordation in the United States Patent  
& Trademark Office*

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**TRADEMARK  
REEL: 002044 FRAME: 0227**

Tumbleweed & Design	1,265,314	January 24, 1984
Tumbleweed & Design	1,265,315	January 24, 1984
Tumbleweed & Design	1,509,508	October 18, 1988
Tumbleweed & Design	1,847,798	August 2, 1994
Tumbleweed & Design	1,847,833	August 2, 1994
Tumbleweed & Design	1,847,931	August 2, 1994
Tumbleweed	2,018,617	November 26, 1996
Tumbleweed & Design	2,030,238	January 14, 1997
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Tumbleweed Tewgo & Design	2,060,848	May 13, 1997
Tumbleweed	2,072,442	June 17, 1997
Tumbleweed Twister Onions	1,890,638	April 18, 1995

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor, *effective, nunc pro tunc, as of January 1, 1999*, hereby sells, assigns, transfers and conveys to Assignee all its rights, title and interest in and to the Marks, and registrations thereof as identified above, free and clear of all liens and encumbrances, together with the good will of the business symbolized thereby, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all other rights corresponding to the Marks throughout the world including, without limitation, registrations and pending applications thereof.

The USPTO is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications with respect to the above-identified registration as may be warranted by this Assignment.



COMMONWEALTH OF KENTUCKY )  
 ) S.S.  
COUNTY OF JEFFERSON )

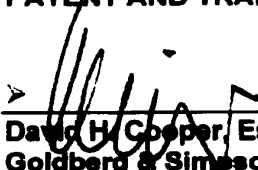
On this 27<sup>th</sup> day of December, 1999 before me appeared **James M. Mulrooney**, the Executive Vice-President of TW Royalty, Inc., Assignee herein; that he is duly authorized by Assignee to sign this instrument; and that he has signed this instrument as a free act on behalf of Assignee.

  
Notary Public, State-at-Large  
Commonwealth of Kentucky

**MY COMMISSION EXPIRES:**

My Commission Expires: APRIL 27, 2003

**THIS ASSIGNMENT WAS PREPARED BY  
THE UNDERSIGNED AND SHALL BE  
RECORDED IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE:**

  
David H. Cooper, Esq.  
Goldberg & Simpson, P.S.C.  
3000 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202  
Telephone: (502) 589-4440  
Fax: (502) 581-1344

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*Assignment of Trademarks and Registrations from Tumbleweed, Inc.  
to TW Royalty, Inc. for Recordation in the United States Patent  
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RECORDED: 02/23/2000

TRADEMARK  
REEL: 002044 FRAME: 0230