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3/27/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-10-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101313982

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/10/2000 DMGUYEN 00000305 1923056

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002046 FRAME: 0195

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,923,056"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

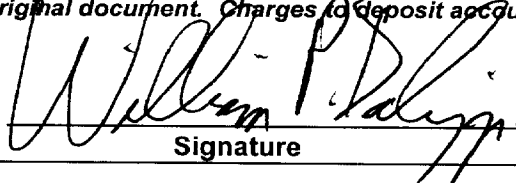
No

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. Charges to deposit account are authorized, as indicated herein.

William P. Daly, Jr.

Name of Person Signing



Signature

3/24/00

Date Signed

ASSIGNMENT OF TRADEMARK AGREEMENT

WHEREAS, Creative Food Concepts, Inc., a New York corporation, having its principal place of business at 33 Berry Hill Road, Syosset, New York 11791, and formerly having its principal place of business at 188 Fen Way, Syosset, New York 11791, and operating under the trade name "California Tortilla Company", has registered the trademark described below with the United States Patent and Trademark Office (the "Trademark"):

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
California Tortilla Company	1,923,056	September 26, 1995

WHEREAS, FTCat, L.L.C., a Maryland limited liability company (hereinafter referred to as "FTCat"), desires to acquire, *inter alia*, the Trademark pursuant to that certain Purchase and Assignment Agreement, of even date, and which incorporates this agreement, by reference, by and between, FTCat and Creative Food Concepts, Inc.:

NOW, THEREFORE, for good and valuable consideration pursuant to the Purchase and Assignment Agreement, receipt of which is hereby acknowledged, Creative Food Concepts, Inc. does hereby sell, assign and transfer unto FTCat, all of Creative Food Concepts, Inc.'s entire right, title and interest in and to the Trademark and the foregoing registration, together with the goodwill of the business in which Creative Food Concepts, Inc. used the Trademark, as well as the book of recipes, itemized lists of the restaurant supplies, fixtures, furniture, signs, lighting and other significant equipment, together with the lists of suppliers and pricing of said items, and all rights to all other written material previously provided by Creative Food Concepts, Inc. to FTCat, including, but not limited to, the Operating Manual, advertising formats and form employment agreements. Creative Food Concepts, Inc. further sells, assigns and transfers unto the Purchaser, FTCat, the entire right, title and interest in and to any and all claims and demands it may have either at law or in equity arising out of past, present or future infringement of the Trademark and further agrees to make all reasonable efforts to transfer the goodwill associated with the Trademark.

Creative Food Concepts, Inc. hereby authorizes and requests the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Purchaser, FTCat, as the owner of the Trademark.

IN WITNESS WHEREOF, Creative Food Concepts, Inc. has caused this Assignment of Trademark Agreement to be executed by its duly authorized officer as of MARCH 2, 2000.

CREATIVE FOOD CONCEPTS, INC.

By: 

Name: Richard C. Cutler

Title: President

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF Nassau

In MEMPHIS, said County and State, on the 2 day of MARCH, 2000, before me personally appeared RICHARD C CUTLER, of Creative Food Concepts, Inc., to me known and known by me to be the party executing the foregoing instrument on behalf of said company, and acknowledged said instrument so executed to be his/her free act and deed in his capacity as an officer and the free act and deed of Creative Food Concepts, Inc.



Notary Public

My Commission Expires: _____

ROBERT A. WILKIE
NOTARY PUBLIC, State of New York
No. 30-4636220
Qualified in Nassau County
Commission Expires March 30, 2000

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