

08-03-2000



101421927

FORM PTO-1594

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

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

1. Name of conveying Party(ies):

J. PAUL'S LIMITED PARTNERSHIP

MW 7-11-00

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Effective Date: January 1, 1995

2. Name and Address of receiving Party(ies):

Name: RESTAURANT HOLDINGS, INC.

Internal Address: _____

Street Address: 1305 Wisconsin Avenue, N.W.

City: Washington State: D.C. Zip: 20007

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

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)

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)

1,637,744

Additional sheet attached? Yes No

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

Jacobson, Price, Holman & Stern
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. T-16408

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 No.: **06-1358**

(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.

Simor L. Moskowitz
Name of Person Signing

Simor L. Moskowitz
Signature

July 4, 2000
Date

Total number of pages comprising cover sheet: 3

JPH&S 341-8/92

08/02/2000 DMUYEN 00000185 1637744

01 FC:481

40.00 DP

CONFIRMATORY SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT is made by and between J. PAUL'S LIMITED PARTNERSHIP, a Virginia Limited Partnership, whose principal place of business is 1305 Wisconsin Avenue, N.W., Washington, D.C. 20007, (hereinafter referred to as "Assignor"), and RESTAURANT HOLDINGS, INC., a Delaware corporation, whose principal place of business is 1305 Wisconsin Avenue, N.W., Washington, D.C. 20007, (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the record owner of the trademark J. PAUL'S 1889 AMBER ALE AND DESIGN, and the federal registration therefor, No. 1,637,744 issued March 12, 1991 (hereinafter collectively referred to as the "ASSIGNED MARK"); and

WHEREAS, on or about January 1, 1995, Assignor did assign to Assignee the ASSIGNED MARK, including the federal registration therefor, and the goodwill of the business pertaining thereto, but no formal assignment document in a form recordable in the Patent and Trademark Office was executed; and

WHEREAS, the parties hereby desire to reconfirm the prior assignment of the ASSIGNED MARK, the federal registration therefor, and goodwill of Assignor associated therewith in order to record the change of the ownership in the Assignment Division of the Patent and Trademark Office, and place formal title in the name of Assignee.

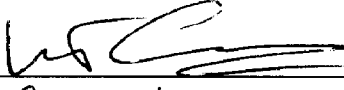
NOW, THEREFORE, for good and valuable consideration, previously paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to said Assignee, nunc pro tunc, as of January 1, 1995, all right, title and interest in and to the ASSIGNED MARK and the above-identified registration therefor, together with the whole of the goodwill of the business symbolized by the ASSIGNED MARK, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with

all claims for damages by reason of past infringement of the ASSIGNED MARK and with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

IN TESTIMONY THEREOF, said Assignor has caused its name to be signed and its seal to be affixed, by its duly authorized officer, this 14 day of June, 2000.

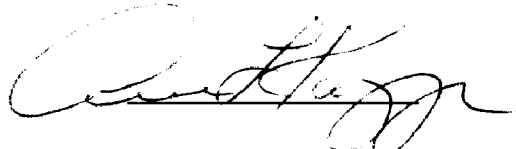
J. PAUL'S LIMITED PARTNERSHIP

[S E A L]

By: 
W. Grassich, Vice President of
Print Name and Title General Partner

Washington)
) ss.
District of Columbia)

Subscribed and sworn to before me this 14th day of June, 2000.


Notary Public

My Commission Expires March 14, 2002

[S E A L]