

03-21-2001



REC-101619338
TRADEMARKS ONLY

MW
D. 18.00

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: _____
- Merger
- Change of Name
- Other: _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Vegetarian Café, Inc.

August 21, 2000

Formerly: _____

- Individual General Partnership Limited Partnership Corporation Association

Other: _____

Citizenship / State of Incorporation / Organization: CA

Receiving Party

Mark if additional names of conveying parties attached

Name: Acirca, Inc.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 4350 North Fairfax Drive

Address (line 2): Suite 350

Address (line 3): Arlington VA 22203
City State / Country Zip Code

- Individual General Partnership Limited Partnership If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
- Corporation Association

Other: _____

Citizenship / State of Incorporation / Organization: DE

FOR OFFICE USE ONLY

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PTO-1618 40.00 CR

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)

Name: Syreeta Anderson

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12th Street N.W.

Address (line 3): Suite 1226.4

Address (line 4): Washington, DC 20004-1206

Pages

Enter the total number of pages of the attached conveyance document including any attachments: 3

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)

2234816

Number of Properties

Enter the total number of properties involved: 1

Fee Amount

Fee Amount for Properties Listed (37 C.F.R. 3.41) \$40.00

Method of Payment Enclosed Deposit Account

Deposit Account Number: 01-2510

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.

Sherrese Smith, Esq.
Name of Person Signing

Sherrese Smith
Signature

12-14-00
Date Signed

2.10 Intellectual Property.

(a) The "Vegetarian Cafe" trademark constitutes the only United States registered or unregistered trademark used principally by Seller in connection with the Business. Neither Seller nor any of its Affiliates has granted to any Person the right to use any Intellectual Property.

(b) No claim or litigation has been asserted and neither Seller nor any of its Affiliates has received notice of any threatened claims or litigation by any person contesting the right of Seller or any of its Affiliates to use, or the validity or enforceability of the Intellectual Property or challenging or questioning the validity or effectiveness of any license or agreement pertaining thereto or asserting the misuse thereof and, to Seller's knowledge, use of such Intellectual Property by Seller or any of its Affiliates does not infringe on the rights of any person or violate any license or other agreement applicable thereto.

(c) Neither Seller nor any of its Affiliates has asserted any claim or litigation concerning infringement of Intellectual Property by third parties, and Seller knows of no infringement of Intellectual Property by third parties.

(d) Seller is the owner of the trademark "Vegetarian Cafe". Such trademark is valid and subsisting in the United States, and Seller has not received notice of infringement with respect to such trademark.

2.11 Title. Seller and its Affiliates have, and are conveying to Buyer, good title to all of the Purchased Assets, in each case free and clear of any Liens. No third party has any rights to purchase any of the Purchased Assets, or any interest therein or any portion thereof, including rights of first offer or refusal.

2.12 Affiliated Transactions. Except for this Agreement, there are no agreements, understanding or arrangements relating to the Business that will be binding on Buyer after the Closing that relate to any transaction, right or other matter in which Seller or any Affiliate of Seller has or will have an interest or as to which Seller or any such Affiliate is a party (other than agreements, understandings or arrangements as to which Seller's or Seller's Affiliates' rights and obligations will be assigned to or assumed by Buyer hereunder).

ARTICLE III.


REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:


3.1 Organizational Matters. Buyer is a corporation validly existing, and in good standing under the laws of the State of Delaware with full power and authority to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective company names by their respective duly authorized officers, all as of the day and year first written above.

VEGETARIAN CAFE, INC.

By: 
Name: BLAIR KEWISON
Title: PRESIDENT

ACIRCA, INC.

By: 
Name: OLIVIER SONNOIS
Title: VP BUSINESS DEVELOPMENT

#432549

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that VEGETARIAN CAFE, INC., a California corporation with its principal offices in Oakland, California ("Seller"), for good and valuable consideration received from ACIRCA, INC., a Delaware corporation with its principal offices in Arlington, Virginia ("Buyer"), has bargained, sold and conveyed, and does hereby bargain, sell and convey unto Buyer and its successors and assigns forever all of Seller's right, title and interest to the Purchased Assets (as such term is defined in the Asset Purchase Agreement by and between Seller and Buyer dated as of August 21, 2000 (the "Agreement")); provided, however, that the Purchased Assets shall not include the Excluded Asset (as such term is defined in the Agreement).

Executed in Washington, District of Columbia as of this 21th day of August, 2000.

Signed
in the presence of:

[Signature]
Name: OLIVIER SONNOIS

Title: VP BUSINESS DEVELOPMENT

VEGETARIAN CAFE, INC.

By: [Signature]

Name: BLAIR KERLSON

Title: PRESIDENT

#432538