

08-22-2001



To the Honorable Commissioner of

101819409

and original documents or copy thereof.

1. Name of conveying party(ies):

See-Worthy Restaurants, inc.

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

08/14/01

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

3. Nature of conveyance:

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

Execution Date: **July 12, 2001**

2. Name and address of receiving party(ies)

Name: **Rockfish, L.P.**

Internal Address: **5307 E. Mockingbird Lane**

Street Address: **#714**

City: **Dallas** State: **TX** Zip: **75206**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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) **2,339,806**

Additional number(s) attached Yes No

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

Name: **Laura C. Richard**

Internal Address: **6820 LBJ Freeway**

Street Address:

City: **Dallas** State: **Texas** Zip: **75240**

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 number:

No. 023825

(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.

LAURA C. RICHARD
Name of Person Signing

Laura C. Richard
Signature

7/26/01
Date

Total number of pages including cover sheet, attachments, and document: 7

08/20/2001 DBYRNE 00000077 023825 2339806
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documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of July 12, 2001, between See-Worthy Restaurants, Inc., a Delaware corporation having its principal place of business at 5307 Mockingbird Lane, Suite 1001, Dallas, Texas 75206 ("Assignor"), and Rockfish, L.P., a Delaware limited partnership having its principal place of business at 5307 Mockingbird Lane, Suite 1001, Dallas, Texas 75206 ("Assignee").

WHEREAS, Assignor has used, and is the registered owner of the "Rockfish Seafood Grill and design" trade mark, registration No. 2,339,806, registered April 11, 2000, together with the common law rights associated with such mark (the "Mark");

WHEREAS, Assignee desires to acquire and Assignor desires to assign the Mark, including but not limited to all applications related to the Mark to Assignee;

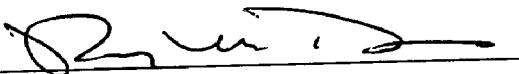
WHEREAS, Assignee is in the process of finalizing certain transactions with Restaurant Investment, Inc. ("RII"), and as a condition to closing, RII has requested the assignment of the Mark from Assignor to Assignee; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all rights in and to the Mark and the goodwill of the business associated with such Mark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns unto Assignee all rights, title and interest in and to the Mark, including all property, right, title and interest in and to the registrations and applications, the common law rights therein, the goodwill associated with the business in which the Mark is used, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such mark or injury to said goodwill and the right to sue for and recover the same in Assignee's own name.

ASSIGNOR

SEE-WORTHY RESTAURANTS, INC.

By: 
Name: Randy DeWitt
Title: President

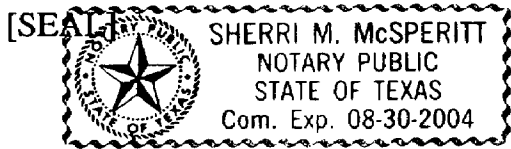
STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 12 day of July, 2001, before me a notary public, the undersigned, personally appeared Randy DeWitt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Sherrri M. McSperritt

Notary Public



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of July 12, 2001, between See-Worthy Restaurants, Inc., a Delaware corporation having its principal place of business at 5307 Mockingbird Lane, Suite 1001, Dallas, Texas 75206 ("Assignor"), and Rockfish, L.P., a Delaware limited partnership having its principal place of business at 5307 Mockingbird Lane, Suite 1001, Dallas, Texas 75206 ("Assignee").

WHEREAS, Assignor has used, and is the registered owner of the "Rockfish Seafood Grill and design" trade mark, registration No. 2,339,806, registered April 11, 2000, together with the common law rights associated with such mark (the "Mark");

WHEREAS, Assignee desires to acquire and Assignor desires to assign the Mark, including but not limited to all applications related to the Mark to Assignee;

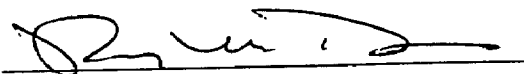
WHEREAS, Assignee is in the process of finalizing certain transactions with Restaurant Investment, Inc. ("RII"), and as a condition to closing, RII has requested the assignment of the Mark from Assignor to Assignee; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all rights in and to the Mark and the goodwill of the business associated with such Mark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns unto Assignee all rights, title and interest in and to the Mark, including all property, right, title and interest in and to the registrations and applications, the common law rights therein, the goodwill associated with the business in which the Mark is used, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such mark or injury to said goodwill and the right to sue for and recover the same in Assignee's own name.

ASSIGNOR

SEE-WORTHY RESTAURANTS, INC.

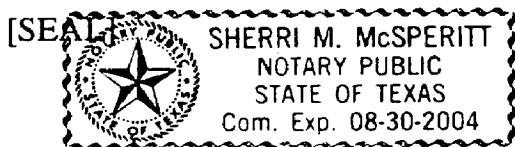
By: 
Name: Randy DeWitt
Title: President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 12 day of July, 2001, before me a notary public, the undersigned, personally appeared Randy DeWitt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Sherrri M. McSperritt
Notary Public



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RECORDED: 08/14/2001

TRADEMARK
REEL: 002352 FRAME: 0153