

08-23-2001

ET
Y

Docket No.:

LAMBERT.0008T



101821333

Tab settings

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

Douglas Lambert and Jenny Lambert

8-100)

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

Additional names(s) of conveying party(ies) Yes [] No [X]

2. Name and address of receiving party(ies):

Name: Millionaire Properties, Ltd

Internal Address:

Street Address: 1924 Bayhill Drive

City: Las Vegas State: NV ZIP: 89117

- Individual(s) citizenship []
Association []
General Partnership []
Limited Partnership []
Corporation-State []
Other [X] Limited Liability Corporation

If assignee is not domiciled in the United States, a domestic designation is Yes [] No [X]
(Designations must be a separate document from Additional name(s) & address(es) Yes [] No [X])

3. Nature of conveyance:

- Assignment [X] Merger []
Security Agreement [] Change of Name []
Other []

Execution Date: July 19, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)



08-13-2001

U.S. Patent & TMO/c/TM Mail Rpt Dt: #11

Additional numbers

B. Trademark Registration No.(s)

1878613;
1559779;
1570858

Yes [] No [X]

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

Name: R. Scott Weide

Internal Address:

Street Address: 330 South Third Street, Suite 1130

City: Las Vegas State: NV ZIP: 89101

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed [X]
Authorized to be charged to deposit account []

8. Deposit account number:

08/22/2001 TDIAZI 00000068 1878613

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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.

R. Scott Weide

Name of Person Signing

[Signature]

Signature

8/10/2001

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

REEL: 002353 FRAME: 0509

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made between Douglas Lambert and Jenny Lambert, individuals and U.S. citizens having a mailing address of 1924 Bayhill Dr., Las Vegas, Nevada 89117 ("Assignors") and Millionaire Properties Ltd., a Nevada ~~Corporation~~, ^{LLC} having offices in Las Vegas, NV ("Assignee").

WHEREAS Assignors are the owner of the marks WINE & DINE, BILLIONAIRE and MILLIONAIRE ("Marks"), the mark WINE & DINE being the subject of U.S. Trademark Registration No. 1,878,613 registered February 14, 1995, the mark BILLIONAIRE being the subject U.S. Trademark Registration No. 1,559,779 registered October 10, 1989 and the mark MILLIONAIRE being the subject of U.S. Trademark Registration No. 1,570,858 registered December 12, 1989.

WHEREAS Assignors have used, either directly or through their licensees, the Marks to identify Assignors as the source of goods and services provided thereby; and

WHEREAS Assignors have sold, assigned and/or otherwise transferred over such portion of the business associated with the Marks to the Assignee; and

WHEREAS the Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the United States Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignors do hereby sell, transfer, assign and otherwise convey to the Assignee, its successors and assigns all Assignors' right, title and interest throughout the world, in the following:
 - (i) the Marks and any renewals thereof;
 - (ii) U.S. Trademark Registration Nos. 1,878,613 (WINE & DINE), 1,559,779 (BILLIONAIRE) and 1,570,858 (MILLIONAIRE);
 - (iii) the goodwill of that portion of Assignors' business connected with, pertaining to, and symbolized by the Marks including goodwill arising from use of the Marks by Assignors' predecessors in interest; and
 - (iv) the ownership of all causes of action for, and claims for damages by reason of infringement of the Marks, or any of them, which actions arose prior to the date of execution hereof.
2. This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties.

3. Assignors hereby agree that the Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish the Assignee as owner of record of the Marks in the United States.

IN WITNESS WHEREOF, Assignors have executed this Trademark Assignment.

ASSIGNORS

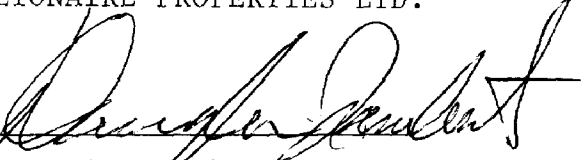
Douglas and Jenny Lambert

By:  Date: 7/19/01
Douglas Lambert

By:  Date: 7/19/01
Jenny Lambert

ASSIGNEE

MILLIONAIRE PROPERTIES LTD.

BY  Date: 7/19/01
Douglas Lambert
Presiding Member

In behalf of and for
MILLIONAIRE PROPERTIES LTD.

COMPANY SEAL