

03-07-2002



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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

Mr. 2/13/2  
ram

1. Name of conveying party(ies):  
**Brand X Concepts, Inc.**

- 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: **December 1, 1998**

2. Name and address of receiving party(ies)

Name: **TGI Friday's of Minnesota, Inc.**

Internal Address: **Suite 100**

Street Address: **7540 LBJ Freeway**

City: **Dallas** State: **Texas** Zip: **75251**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **Minnesota**
- 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)  
**75/454,218**  
**75/469,895**

B. Trademark Registration No.(s)

**FEB 13 2002**

Additional number(s) attached  Yes  No

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

Name: **Fulbright & Jaworski L.L.P.**

Internal Address: **Shannon T. Vale**

Street Address: **600 Congress Avenue**

**Suite 2400**

City: **Austin** State: **TX** Zip: **78701**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

**Linda M. Merritt**  
Name of Person Signing

*Linda M. Merritt*  
Signature

**1/28/2002**  
Date

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

Mark documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

03/06/2002 TDIAZ1 00000182 75454218

01 FC:481  
02 FC:482

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25.00 OP

**TRADEMARK**  
**REEL: 002455 FRAME: 0148**

**AMENDMENT TO ASSIGNMENT AGREEMENT**

This Amendment to Assignment Agreement (this "Amendment") is effective as of December 1, 1998, by and between Brand X Concepts, Inc., a Texas corporation, with its principal place of business in Dallas, Texas, United States of America ("Assignor"), and TGI Friday's of Minnesota, Inc., a Minnesota corporation, with its principal place of business in Dallas, Texas, United States of America ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor and Assignee are parties to a certain Assignment Agreement dated February 15, 1999, attached hereto as Exhibit A and incorporated herein by reference (the "Assignment Agreement"), pursuant to which Assignor assigned to Assignee all right, title and interest in and to the Marks mentioned in the Assignment Agreement, together with corresponding applications and registrations and goodwill of the business of Assignor pertaining thereto; and

WHEREAS, Assignor and Assignee desire to reflect the intent of the parties as to the effective date of the Assignment Agreement and the intent of the parties that the Assignment Agreement transfer the business of Assignor, or portion thereof, to which the Marks pertain.

**AGREEMENT:**

NOW, THEREFORE, in consideration of One Hundred Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by each of the parties hereto, Assignor and Assignee agree as follows:

1. The Assignment Agreement is amended to reflect the intent of the parties that the Assignment Agreement have an effective date of December 1, 1998 and that the Assignment Agreement transfer the business of Assignor, or portion thereof, to which the Marks pertain.
2. All capitalized terms used in this Amendment shall have the meaning attributed to them in the Assignment Agreement, unless expressly defined otherwise in this Amendment.
3. The provisions, representations, terms, conditions, covenants and agreements of the Assignment Agreement, as modified hereby, shall remain in full force and effect, enforceable in accordance with their terms. This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year indicated below.

BRAND X CONCEPTS, INC.,  
Assignor

TGI FRIDAY'S OF MINNESOTA, INC.,  
Assignee

By: *Carol M. Chapp*  
 Name: Carol M. Chapp  
 Title: Vice President & Secretary  
 Date: January 10, 2003

By: *Leslie Shorman*  
 Name: Leslie Shorman  
 Title: Senior Vice President  
 Date: January 10, 2003

## EXHIBIT A

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of the 15<sup>th</sup> day of February, 1999, by and between **BRAND X CONCEPTS, INC.**, a corporation organized under the laws of the State of Texas, located at 7540 LBJ Freeway, Suite 100, Dallas, Texas 75251 (the "Assignor"), and **TGI FRIDAY'S OF MINNESOTA, INC.**, a corporation organized under the laws of the State of Minnesota, located at 7540 LBJ Freeway, Suite 100, Dallas, Texas 75251 (the "Assignee").

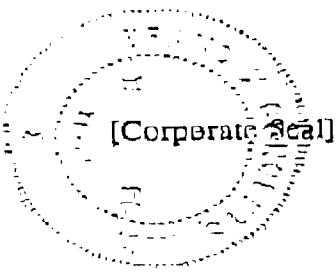
NOW, THEREFORE, BE IT KNOWN that for and in consideration of U.S. \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Assignor, by these presents, hereby sells, assigns, transfers and conveys unto the said Assignee, its successors and assigns, all right, title and interest in and to the Service Marks as described in Exhibit A (the "Marks") together with their corresponding registrations and applications and with the goodwill of the business of the Assignor connected with the use of, as well as symbolized by, the aforesaid Marks.

The Assignor hereby agrees to execute specific confirmatory assignments and other supplementary documents as may be required for the Marks, in favor of the Assignee, in order to effectuate the recordal of the assignment of the aforesaid Marks on the Registers of The United States of America.

The Assignor shall not directly or indirectly challenge the ownership by the Assignee anywhere in the world of the Marks and the Assignor agrees to furnish, upon the request of the Assignee, a written consent in support of any applications which may be filed by the Assignee.

This Agreement shall extend to and be binding upon all successors, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is effective and has been executed on the day and year first above written.



**BRAND X CONCEPTS, INC.  
ASSIGNOR**

By: Carol M. Chopp  
Its: Vice President & Secretary  
Date: February 15, 1999

STATE OF TEXAS §  
COUNTY OF DALLAS §

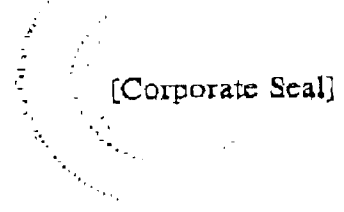
BEFORE ME, the undersigned authority, on this 15<sup>th</sup> day of February, 1999, personally appeared Carol M. Chopp, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she is authorized to execute this instrument on behalf of Brand X Concepts, Inc., and that she has executed the same for the purposes and consideration therein expressed.



Melinda Gay Isbell  
Notary Public, State of Texas

**TGI FRIDAY'S OF MINNESOTA, INC.  
ASSIGNEE**

By: Leslie Sharman  
Its: Vice President  
Date: February 15, 1999



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 15<sup>th</sup> day of February, 1999, personally appeared Leslie Sharman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she is authorized to execute this instrument on behalf of TGI Friday's of Minnesota, Inc., and that she has executed the same for the purposes and consideration therein expressed.



Melinda Gay Isbell  
Notary Public, State of Texas

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EXHIBIT A

## THE MARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Class</u>	<u>Filing Date</u>
CAFFE TIMPANO	75/467494	42	April 17, 1998
CLUB NIKITA	75/529859	42	July 30, 1998
RED SUN	75/476525	42	April 29, 1998
SAMBA ROOM A CUBAN BAR AND LATIN CAFÉ	75/454218	42	March 20, 1998
TIMPANO	75/469895	42	April 17, 1998