

05-28-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



102103639

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Pizza Parra, Inc.

515.02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Bosphorus Corporation

Internal Address: MAY 15

Street Address: 217 South Highland Avenue

City: Pittsburgh State: PA Zip: 15206

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No n/a Additional name(s) & address(es) attached? Yes No n/a

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

A. Trademark Application No.(s) 75/579741

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Greg R. Zappelli

Internal Address:

Street Address: 429 Forbes Avenue, 1212 Allegheny Bldg.

City: Pittsburgh State: PA Zip: 15219-1616

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:

DO NOT USE THIS SPACE

9. Signature.

Taylan Budak

Name of Person Signing

Signature

Signature

04/29/2002

Date

Total number of pages including cover sheet, attachments, and document: 2

05/24/2002 LUPELLER 00000008 75579741

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40.00 OP

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

**MARK ASSIGNMENT**

Assignor: Pizza Parma, Inc.  
Assignee: Bosphorus Corporation

Date: May 3, 2002  
Subject: Trade/Service Mark

W I T N E S S E T H

Whereas, Assignor, a corporation of the Commonwealth of Pennsylvania, (the "ASSIGNOR") having its principal office and place of business at 1000 Greentree Road, Pittsburgh, PA 15220, USA believes itself to be the sole and exclusive owner of the following mark (the "MARK"), and application for United States registration approved for registration on the United States Patent and Trademark Office Principal Register:

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
PIZZA PARMA	75/579,741	October 30, 1998

Assignee, a corporation of the Commonwealth of Pennsylvania, (the "ASSIGNEE") having its principal office and place of business at 217 South Highland Avenue, Pittsburgh, PA 15206, USA, is desirous of acquiring all right, title and interest in said MARK.

**ASSIGNMENT**

Now, for good and valuable consideration, the receipt thereof which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. ASSIGNOR does hereby sell, assign, transfer and set over to the ASSIGNEE the aforementioned MARK, together with the goodwill of the business symbolized by said MARK. The same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said ASSIGNOR if this assignment and sale had not been made. These rights are assigned together with all claims by ASSIGNOR for damages by reason of past infringement of the said MARK, 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.

2. ASSIGNOR will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof any facts known to it respecting said MARK, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for

ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute copies of this assignment or portions thereof regarding any or all of the aforementioned MARK, as required by ASSIGNEE in the future.

3. ASSIGNOR of the aforesaid MARK hereby agrees to waive all rights and privileges to attack any of the MARK or the registration of any or all of the aforesaid MARK.

4. ASSIGNOR represents and warrants that it is the sole and exclusive owner of the MARK and that the MARK are free of all liens, security interests, claims or other encumbrances except where specifically noted.

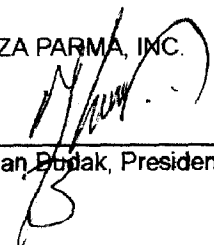
5. ASSIGNOR will not adopt and/or use any mark which is a colorable imitation that is likely to cause confusion with any of the MARK.

IN WITNESS WHEREOF, and with the intention of being legally bound, ASSIGNOR has caused this Assignment to be signed by its officer thereto duly authorized, and its corporate seal to be affixed hereto.

ATTEST:

Martin K. Magan

COMMONWEALTH OF PA )  
COUNTY OF ALLEGHENY ) SS:

PIZZA PARMA, INC.  
  
 \_\_\_\_\_  
 Taylan Budak, President

05/14/2002  
Date: 05/14/2002

I, the undersigned Notary Public, do hereby certify that Taylan Budak, personally known to me, appeared before me this day in person, and acknowledged that he is the President of Pizza Parma, Inc. (the "Corporation"), and that as such President, he executed and delivered the foregoing Service Mark Assignment on behalf of the Corporation as its free and voluntary act, for the uses and purposes therein set forth. IN WITNESS WHEREOF, I hereunto set my hand and official seal, this

14<sup>th</sup> day of MAY, 2002.

My Commission Expires: \_\_\_\_\_

Notarial Seal  
 Martin K. Magan, Notary Public  
 Dormont Boro, Allegheny County  
 My Commission Expires May 7, 2006  
 Member, Pennsylvania Association Of Notaries

Martin K. Magan  
Notary Public



05-15-2002

U.S. Patent & TMOfo/TM Mail Rept Dt. #70



Writer's Direct Information  
412.765.0410  
lml@zegarelli.com

May 15, 2002

VIA TELECOPIER

Assistant Commissioner for Trademarks  
Box Assignment Division  
2900 Crystal Drive  
Arlington, VA 22202-3513, USA

Re: Pizza Parma, Inc.

Dear Assistant Commissioner:

Please find attached the following materials:

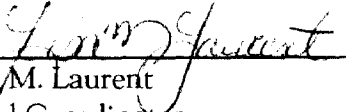
1. **Recordation Form Cover Sheet** and the related **Trademark Assignment**; and
2. **A Credit Card Payment Form** in the amount of \$40.00 in payment of the filing fees.

Please fax the approved Recordation Cover Sheet to 412-765-0531.

Thank you very much for your assistance in this matter.

Very truly yours,

Z E G A R E L L I  
Technology & Entrepreneurial  
Ventures Law Group, P.C.

By:   
Lisa M. Laurent  
Legal Coordinator

Attachments