

08-13-2003



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

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.

1. Name of conveying party(ies):

Barker's Landing, Inc.

8-8-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: August 1, 2003

2. Name and address of receiving party(ies)

Name: PEDRO ENTERPRISES, INC

Internal Address:

Street Address: 425 2nd Street

City: Hudson State: WI Zip: 54016

- 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)

2,449,486

Additional number(s) attached Yes No

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

Name: Carol N. Skinner

Internal Address:

Street Address: 212 Commercial Street

City: Hudson State: WI Zip: 54016

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:

19-2381

(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.

Carol N. Skinner

Name of Person Signing

Signature

8-5-03

Date

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

4

08/12/2003 6TOM11 00000269 2449486

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

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40.00 DP

TRADEMARK REEL: 002799 FRAME: 0718

ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT ("Agreement") is entered into as of the / day of August , 2003, by and between Barker's Landing, Inc., a Wisconsin corporation, having its principal place of business at 413 Second Street, Hudson, Wisconsin 54016 ("Assignor"), and Pedro Enterprises, Inc., a Wisconsin corporation, having its principal place of business at 425 2nd Street, Hudson, Wisconsin 54016 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the marks listed in Schedule A hereto;

WHEREAS, Assignor has registrations for the marks or applications therefor, as listed in Schedule A;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to said marks listed in Schedule A, and any and all registrations and applications for registrations pertaining to such marks, together with the goodwill of the business in connection with which said marks are used and which is symbolized by said marks; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment of Rights.** Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to said marks and any and all registrations and applications for registration therefor, together with the good will of the business in connection with which said marks are used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof.


2. **Consideration for Assignment.** Assignee shall pay Assignor the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration.

3. **Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties mutually agree that this Agreement contains the final and entire agreement between the parties. This Agreement shall not be changed in its terms by any oral agreement or representation, but only in writing and executed by both parties. The provisions of this Agreement shall be severable. The subject headings of the sections of this Agreement are for convenience only, and will not affect the construction or interpretation of any of its provisions. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege

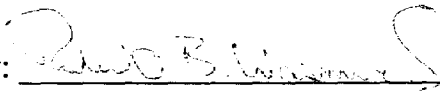
hereunder. Any and all schedules, exhibits and other documents which are attached to and referred to in this Agreement are incorporated herein and made a part hereof by reference. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors in interest, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above-written.

ASSIGNOR
BARKER'S LANDING, INC.

By: 
Name: Peter T. Foster
Title: V.P.

ASSIGNEE
PEDRO ENTERPRISES, INC.

By: 
Name: Pedro B. Williams
Title: President

Subscribed and sworn to before me
this 22 day of Jan, 2003.



Notary Public
State of Wisconsin
My Commission Expires: 12/31/2007

John P. Barone
Notary Public
State of Wisconsin

SCHEDULE A

SAN PEDRO CAFE

Registration No.: 2,449,486