

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	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.		
<b>1. Name of conveying party(ies):</b> <u>Official All Star Cafe, Inc.</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Nevada</u> <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Converse, Inc.</u> Internal Address: _____ Street Address: <u>One High Street</u> City: <u>N. Andover</u> State: <u>MA</u> Zip: <u>01848-2601</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> <small>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>November 8, 1996</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2,164,801</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Mark S. Helm</u> Internal Address: <u>Planet Hollywood</u>  Street Address: <u>7598 W. Sand Lake Road</u>  City: <u>Orlando</u> State: <u>FL</u> Zip: <u>32819</u>	<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">1</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>40<sup>00</sup></u> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Statement and signature.</b> <i>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.</i>  <u>Maria L. Velez</u> <u>Maria L. Velez</u> <u>5/20/04</u> Name of Person Signing      Signature      Date Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">7</span>		

OP \$40.00 2164801

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this 8<sup>TH</sup> day of NOVEMBER, 1996, by and between Official All Star Cafe, Inc., a corporation organized and existing under the laws of the State of Nevada, located and doing business at 7380 Sand Lake Road, Orlando, Florida 32819 ("Official") and Converse Inc., a corporation organized and existing under the laws of the State of Delaware, located and doing business at One Fordham Road, North Reading, Massachusetts 01864 ("Converse").

## PREAMBLE

A. Converse and Official have entered into a certain Marketing Agreement and Security Agreement, both dated of even date herewith.

B. Pursuant to the aforesaid Marketing Agreement and conforming to Exhibit E thereto, Official agrees to assign, absolutely and free from encumbrances, to Converse all right, title and interest in and to the Official's marks, all as set forth in Exhibit A annexed hereto ("Official's Marks") in connection with clothing, including footwear, ("THE GOODS"), including (1) the applications and registrations therefor throughout the world solely with respect to THE GOODS, all as set forth in Exhibit B annexed hereto and incorporated herein by this reference, and (2) any and all past and present statutory and common law rights and powers, the entire business and goodwill, and all rights of suit and action, both prior to, upon, and subsequent to the effective date of this Assignment, relating in any way to the aforesaid rights, title and

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Converse, Inc.  
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interest in THE MARKS, and to retain any damages and other awards obtained as a result of any such action, unless otherwise agreed to by the parties ("ASSIGNED RIGHTS").

C. Official is the exclusive owner of THE MARKS in connection with THE GOODS.

D. Converse is desirous of acquiring said ASSIGNED RIGHTS; NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged;

1. Official hereby sells, assigns and transfers, absolutely and free from encumbrances, to Converse, its successors and assigns forever, and Converse assumes all of its right, title, and interest in and to all of the ASSIGNED RIGHTS.

2. This Assignment Agreement and the rights obtained herein shall inure to the benefit of the Converse and its respective successors and assigns as fully and entirely as the same would have been held by Official had such sale, assignment, and transfer not been made.

3. The parties acknowledge that separate, supplemental assignments may be required on a country-by-country basis for purposes of recordation and the parties agree to execute any documents, including but not necessarily limited to such supplemental assignments and powers of attorney, for this purpose. Official further agrees to, at its own expense, (i) prepare such assignments and have the same recorded in each country; and (ii)

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prosecute each application and maintain each registration also as required.

4. Further, in the event Official's aforesaid applications and/or registrations are not assignable as the result of the laws in a particular country, Official will undertake, at its own expense, to have a new application filed in Converse's name to register Official's Marks for clothing and Official will withdraw its application and/or cancel its registration with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CONVERSE INC., a Delaware corporation

By: [Signature]  
Title: SENIOR U.P. GEN COUNSEL  
& SECRETARY

OFFICIAL ALL STAR CAFE, INC., a Nevada corporation

By: [Signature]  
Title: VICE PRESIDENT GENERAL  
COUNSEL + SECRETARY

[NOTARY PAGE NEXT]

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STATE OF Massachusetts )  
COUNTY OF Middlesex ) SS.

I, Shannon L. Shippie, a Notary Public in and for such County,  
in the State aforesaid, do hereby certify that Jack A. Green  
the Sec. VP Gen Counsel + Secretary of  
Converse Inc., a Delaware corporation, who is personally known to  
me to be the same person whose name is subscribed to the foregoing  
instrument as such Officer, appeared before me this day in  
person and acknowledged that he signed and delivered the foregoing  
instrument as his own free and voluntary act and as the free and  
voluntary act of such corporation, for the uses and purposes therein  
set forth.

GIVEN under my hand and notarial seal, this 8<sup>th</sup> day  
November, of 1996.

Shannon L. Shippie  
NOTARY PUBLIC

(SEAL)

STATE OF FLORIDA )  
COUNTY OF ORANGE ) SS.

I, Patricia A. Tsonis, a Notary Public in and for such County,  
in the State aforesaid, do hereby certify that Scott E. Johnson  
the Vice President - Secretary of Official All Star Cafe, Inc., a Nevada  
corporation, who is personally known to me to be the same person  
whose name is subscribed to the foregoing instrument as such  
Officer, appeared before me this day in person and acknowledged  
that he signed and delivered the foregoing instrument as his own  
free and voluntary act and as the free and voluntary act of such  
corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5<sup>th</sup> day of  
November, 1996.

Patricia A. Tsonis  
NOTARY PUBLIC  
PATRICIA A TSONIS

(SEAL)

Personally Known To Me X



PATRICIA A TSONIS  
My Commission CC279049  
Expires Apr. 17, 1997  
Bonded by ANB  
800-852-6878