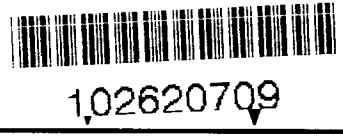


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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): Luis Sanchez, Pedro Alvarez, Frank Alvarez and Ignacio Flores
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Andalé Los Gatos
Internal Address:
Street Address: No. 21 Santa Cruz Ave.
City: Los Gatos State: CA Zip: 95030
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation-State California
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 01/01/91

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1566495
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Daniel Kaylor
Internal Address: Harrison & Kaylor
Street Address: 16400 Lark Ave., Ste, 250
City: Los Gatos State: CA Zip: 95032

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
OPR/FINANCE
2003 DEC 10 AM 7:42

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9. Signature.
DANIEL KAYLOR, ESQ.
Name of Person Signing
Signature
December 2, 2003
Date
Total number of pages including cover sheet, attachments, and document: 4

12/11/2003 LNUELLER 00000090 1566495
01 FC:0521 40.00 DP

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

TRADEMARK
REEL: 002878 FRAME: 0552

## ASSIGNMENT OF TRADEMARK

THIS AGREEMENT (the "Agreement") concerning the mark "ANDALE TAQUERIA" dated as of January 1, 1991 ("Effective Date"), is entered into by and between Andalé Taqueria,, a California general partnership ("Seller" or "Assignor"), and Andalé Los Gatos, a California corporation ("Purchaser" or "Assignee").

WHEREAS, Purchaser desires has acquired all the goodwill and intellectual property assets used or useful, or intended to be used, in the operation of Seller's business, and Seller desires to sell or assign such assets to Purchaser;

NOW THEREFORE, Assignor and Assignee, for the sum of \$1, receipt of which is hereby acknowledged and other good and valuable consideration, the receipt and sufficiency of which are also hereby acknowledged, intending to be legally bound, hereby agree as follows:

### 1. The Trademark to be Assigned

The term trademark or mark shall mean the interests Assignor or any Subsidiary of Assignor may own, or have the right to sub-license hereunder, in trademarks in the United States or anywhere in the World in and to the mark ANDALE TAQUERIA Registration Number 1566495 currently held by Assignor, and any renewal or extension thereof, together with all good will, and the entire trademark interests accruing by reason of international trademark conventions and any common law rights pertaining thereto, including the right to sue for, settle, or release any past, present, or future infringement thereof.

### 2. Trademark Interests.

As of the Effective Date, Assignor, transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, in perpetuity (or for the longest period of time otherwise permitted by law), all of Assignor's and its Subsidiaries' right, title, and interest in and to the Trademark Interests of Assignor. Assignor further transfers and assigns the right to file for and obtain registrations of the Trademark Interests anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the Trademark Interests, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Trademark Interests, any applicable registrations thereof or the ownership of the Trademark Interests by Assignee.

### 3. No Reserved Rights.

No rights are reserved under this Agreement.

#### **4. Scope of License.**

As of the Effective Date, Assignor, to the extent of its right and power to do so grants Assignee a worldwide, nonexclusive, irrevocable, royalty-free, and assignable right and license, together with the right to grant sub licenses, as necessary for Assignee (or any person or entity acting with Assignee or under its authority) to use the mark in any lawful manner.

#### **5. Representations and Warranties.**

Assignor represents and warrants that (1) Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the Trademark Interests, free and clear of any liens or claims except the Existing Licenses; (2) to the knowledge of Assignor, the Trademark Interests, do not infringe the rights of any other person or entity; (3) to the knowledge of Assignor, no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against Assignor, its Subsidiaries, or its end-user customers; (4) Assignor has not entered into any agreement, license, release, or order that restricts the right of Assignor or Assignee to exploit the mark in any way; and (5) the execution, delivery, and performance of this Agreement by Assignor do not and will not violate any security agreement, indenture, order, or other instrument to which Assignor is a party or by which it or any of its assets is bound.

#### **6. Indemnification.**

Assignor agrees to indemnify and hold harmless Assignee, its successors and assigns, including any Subsidiary, officer, director, employee, agent, contractor, licensee, or customer, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result of a claim or allegation that the Product(s) infringe any patent, copyright, trade secret, trademark, or other intellectual property right of any third party. If such a claim arises, or in either party's judgment is likely to arise, Assignee agrees to allow Assignor, at Assignor's option, to procure the right to permit the continued exercise of such rights in the Product(s) or to replace, relabel, or modify them without material changes to their form, fit, function, or footprint so they become noninfringing; if neither of the foregoing is available on terms that are reasonable in the parties' judgment, Assignee may, at its option, return all copies of the Product(s) and receive reimbursement of all amounts paid to Assignor. The foregoing remedial actions, however, shall not relieve Assignor of its indemnity obligations with respect to any loss, liability, or damage that has or may be incurred with respect to existing Product(s). Assignor shall have no obligation under the foregoing obligation with respect to any claim of infringement based upon Assignee's or any licensee's or purchaser's modification of the Product(s) or their combination, operation; or use with programs or equipment, but only insofar as such infringement would otherwise have been avoided. In connection with the foregoing indemnity obligations, Assignee shall (1) give Assignor prompt written notice of any claim, demand, or action for which indemnity is sought; (2) cooperate reasonably in the defense or settlement of any such claim, demand, or action; and (3) obtain the prior written consent of Assignor to any settlement (which consent shall not be unreasonably withheld) if Assignor is adversely affected thereby.

**7. Successors and Assigns.**

This agreement shall inure to the benefit of and be binding on the parties hereto, together with their respective legal representatives, successors, and assigns; provided, however, that Assignor may not assign, distribute, license, or sub license the Products or the Derivative Products or its rights and licenses therein except as provided herein or approved by Assignee in writing.

**8. Governing Laws.**

THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AS THEY PERTAIN TO AGREEMENTS EXECUTED IN, AND FULLY PERFORMED WITHIN, THE STATE OF CALIFORNIA.

**9. Headings.**

The headings of the Sections hereof are for convenience of reference only and shall not modify, define, or limit any of the terms or provisions hereof.

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

**Assignor: Andalé Taqueria, a California Partnership**

By:   
Luis Sanchez, Managing Partner

**Assignee: Andalé**

By:   
Luis Sanchez, President