

12-23-2003

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



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

Tab settings

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

1. Name of conveying party(ies): 12.18.03 200 8th Avenue Restaurant Corp.

- 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: 11/25/2003

2. Name and address of receiving party(ies)

Name: Thursday Enterprises, LLC

Internal Address: Suite 203

Street Address: 520 N. Columbus Blvd

City: Philadelphia State: PA Zip: 19123

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

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) 76403255

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: Lane Fisher, Esquire

Internal Address: Fisher & Zucker LLC

Suite 1200

Street Address: 121 South Broad Street

City: Philadelphia State: PA Zip: 19107

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:

DO NOT USE THIS SPACE

9. Signature.

Lane Fisher, Esquire Name of Person Signing

[Signature] Signature

12/10/2003 Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK REEL: 002884 FRAME: 0169

**ASSIGNMENT OF SERVICE MARKS**

THIS ASSIGNMENT is made and entered on this 25 day of November, 2003, by and between 200 8<sup>th</sup> Avenue Restaurant Corp., a New York Corporation with a principal place of business at 165 8<sup>th</sup> Avenue, New York, New York, 165 8<sup>th</sup> Avenue Restaurant Corp., a New York Corporation with a principal place of business at 165 8<sup>th</sup> Avenue, New York, New York, Robert Ianniello, an individual with an address at 165 8<sup>th</sup> Avenue, New York, New York., collectively "Assignor", and Thursday Enterprises, LLC, a Pennsylvania limited liability company with a principal place of business at 520 N. Columbus Boulevard, Suite 203, Philadelphia, Pennsylvania ("Assignee").

**BACKGROUND**

A. Assignor has adopted and used the marks "Cuba Libre" and "Cuba Libre" with unique bull design (the "Marks") in connection with restaurant and catering services from at least September 1999.

B. 200 8<sup>th</sup> Avenue Restaurant Corp. filed applications for registration of the Marks with the United States Patent and Trademark Office at serial numbers 76/403255 and 76/403449.

C. On November 25, 2003, Assignor and Assignee entered into a Settlement Agreement, Mutual Release and Covenant Not to Sue (the "Agreement") pursuant to which Assignor agreed to assign and transfer all of Assignor's right, title and interest in the Marks to Assignee.

D. The parties wish to memorialize the assignment of the Mark, consistent with their obligations under the Agreement.

E. Assignor wishes to convey and Assignee wishes to acquire all of Assignor's right, title and interest, in and to the Mark.

**AGREEMENT**

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, effective as of the date first set forth above.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

Attest:

Lil H. Horen

**200 8<sup>th</sup> AVENUE RESTAURANT CORP.**

BY: Robert Ianniello Pres  
Robert Ianniello, President

Attest:

Lil H. Horen

**165 8<sup>th</sup> AVENUE RESTAURANT CORP.**

BY: Robert Ianniello Pres  
Robert Ianniello, President

Witness:

Lil H. Horen

Robert Ianniello  
Robert Ianniello

Assignee hereby accepts the foregoing assignment:

Attest:

[Signature]

**THURSDAY ENTERPRISES, LLC**

BY: [Signature]  
Barry Gutin, Managing Member

**ASSIGNMENT OF SERVICE MARK APPLICATIONS**

THIS ASSIGNMENT is made and entered on this 25 day of November, 2003, by and between 200 8<sup>th</sup> Avenue Restaurant Corp., a New York Corporation with a principal place of business at 165 8<sup>th</sup> Avenue, New York, New York ("Assignor") and Thursday Enterprises, LLC, a Pennsylvania limited liability company with a principal place of business at 520 N. Columbus Boulevard, Suite 203, Philadelphia, Pennsylvania ("Assignee").

**BACKGROUND**

A. Assignor has adopted and used the marks "Cuba Libre" and "Cuba Libre" with unique bull design (the "Marks") in connection with restaurant and catering services from at least September 1999.

B. Assignor filed applications for registration of the Marks with the United States Patent and Trademark Office ("USPTO") at serial numbers 76/403255 and 76/403449 (the "Applications").

C. On November 25, 2003, Assignor and Assignee entered into a Settlement Agreement, Mutual Release and Covenant Not to Sue (the "Agreement") pursuant to which Assignor agreed to assign and transfer all of Assignor's right, title and interest in the Applications to Assignee.

D. The parties wish to memorialize the assignment of the Applications, consistent with their obligations under the Agreement.

E. Assignor wishes to convey and Assignee wishes to acquire all of Assignor's right, title and interest, in and to the Applications.

**AGREEMENT**

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee all of its right, title and interest in and to the applications for registration with the USPTO of the "Cuba Libre" word mark, at Serial No. 76/403255, and the "Cuba Libre" with unique bull design mark at Serial No. 76/403449 effective as of the date first set forth above.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

Attest:

**200 8<sup>th</sup> AVENUE RESTAURANT CORP.**

Lil M. Moran

BY: Robert Ianniello  
Robert Ianniello, President

Assignee hereby accepts the foregoing assignment.

Attest:

**THURSDAY ENTERPRISES LLC**

[Signature]

BY: [Signature]  
Barry Guin, Managing Member