

03-03-2004

FEB 20 2004

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

102682389

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

1. Name of conveying party(ies):

Robert B. Welcher

2-20-04

- Individual(s) [checked] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

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

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: 8/29/2003

2. Name and address of receiving party(ies)

Name: Burger King Brands, Inc.

Internal Address:

Street Address: 5505 Blue Lagoon Drive

City: Miami State: FL Zip: 33126

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State Delaware [checked] 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) 2,438,822

Additional number(s) attached [] Yes [checked] No

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

Name: James M. Pacious

Internal Address: Collier Shannon Scott, PLLC

Street Address: 3050 K Street, NW

City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed [checked] Authorized to be charged to deposit account []

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James M. Pacious

Signature (handwritten)

2/20/2004

Name of Person Signing

Signature

Date

03/02/2004 DBYRNE 00000153 2438822

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521

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

ASSIGNMENT OF TRADEMARK

THIS AGREEMENT is by and between Burger King Brands, Inc., a corporation of the State of Delaware, located at 5505 Blue Lagoon Drive, Miami, Florida 33126 (hereinafter "Assignee"), and Robert B. Welcher, an individual, located at 360 West Fifth Avenue, Columbus, Ohio 43201 (hereinafter "Assignor").

WHEREAS, Assignor owns trademark rights in the "GUESTRAK" trademark, Registration No. 2,438,822 ("the Mark"), and desires to sell the Mark;

WHEREAS, Assignee desires to acquire any and all right, title, and interest that Assignor may have in and to the Mark, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringement thereof;

NOW, THEREFORE, for the sum of \$28,500, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all right, title, and interest it may possess in and to the Mark, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof;

1. Assignor, represents and warrants that it has good and marketable title to the Mark, free and clear of all mortgages, liens, pledges, charges, encumbrances, equities, conditions, restrictions or claims;
2. Assignor represents and warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;
3. Assignor represents and warrants that it has continuously used the Mark in interstate commerce since at least as early as June 1, 1996.

4. Assignor further represents and warrants that, upon request, Assignor will execute promptly and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to transfer title to said trademark rights, which are necessary to carry out the purposes of this assignment.

5. Assignor hereby acknowledges and agrees that, upon execution of the Assignment of the Mark, as between Assignor and Assignee, Assignee owns all right, title, and interest in and to the Mark, and agrees to execute any further documents deemed necessary, in the sole discretion of Assignee, to affect that ownership.

6. Assignor hereby agrees that upon execution of the Assignment, it has no right, title, and/or interest in or to the Mark, other than as expressly provided in this Agreement.

7. Assignee represents and warrants that, during such time as Assignor, or its successor in business interest, continues business operations and use of the Mark pursuant to license, the Mark will not be assigned or licensed to businesses or individuals offering for sale goods and/or services related to the analysis of customer information for restaurants, private clubs, and restaurants in hotels.

Dated: 8/29/03

By: 
Robert B. Welcher

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) ss:
)

Sworn and subscribed to before me this 29th day of August, 2003

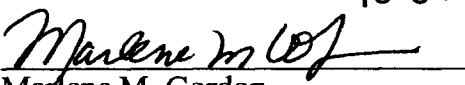


Robert A. Williams Jr.
Notary Public - State of Ohio
My Commission Expires 10-9-07

Notary Public 

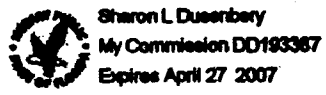
My Commission expires:
10-09-07


Dated: _____

By: 
Marlene M. Gordon
Burger King Brands, Inc.

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) ss:
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Sworn and subscribed to before me this 12 day of September, 2003



Notary Public 

My Commission expires:
4-27-07

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1. Assignor, represents and warrants that it has good and marketable title to the Mark, free and clear of all mortgages, liens, pledges, charges, encumbrances, equities, conditions, restrictions or claims;
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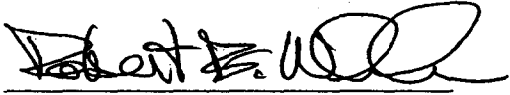
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Dated: 8/29/03

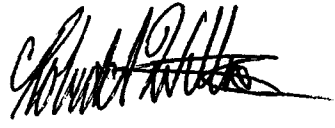
By: 
Robert B. Welcher

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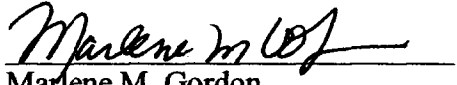
Sworn and subscribed to before me this 29th day of August, 2003



Robert A. Williams Jr.
Notary Public - State of Ohio
My Commission Expires 10-9-07

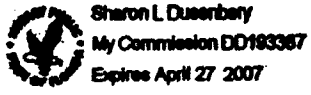
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My Commission expires:
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Dated: _____

By: 
Marlene M. Gordon
Burger King Brands, Inc.

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) ss:
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Notary Public 
My Commission expires: 4-27-07