

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SRO Management, LLC		12/08/2004	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Starr Restaurant Organization, LP
Street Address:	134 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19106
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2701029	ALMA DE CUBA
Registration Number:	2718427	POD
Serial Number:	76565987	LOVE BURGER
Serial Number:	76235906	CONTINENTAL
Serial Number:	76164810	LANDSCAPE

CORRESPONDENCE DATA

Fax Number: (215)981-4750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2159814194
 Email: kennedyp@pepperlaw.com
 Correspondent Name: Paul J. Kennedy
 Address Line 1: 18th and Arch Streets
 Address Line 2: 3000 Two Logan Square
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

OP \$140.00 2701029

NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
Date:	01/12/2005
Total Attachments: 7 source=SROLP-1#page1.tif source=SROLP-2#page1.tif source=SROLP-3#page1.tif source=SROLP-4#page1.tif source=SROLP-5#page1.tif source=SROLP-6#page1.tif source=SROLP-7#page1.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "*Assignment*"), dated as of December 8, 2004 (the "*Effective Date*") is entered into by and between SRO Management, LLC (the "*Assignor*"), a limited liability company organized under the laws of the Commonwealth of Pennsylvania, and Starr Restaurant Organization, LP (the "*Assignee*"), a limited partnership organized under the laws of the Commonwealth of Pennsylvania.

WHEREAS, Assignor desires to irrevocably assign to Assignee, and Assignee desires to obtain Assignor's entire right, title and interest in and to the Trademarks;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Definitions

The following definition shall apply to this Assignment:

"Trademarks" means all United States and foreign registered trademarks and service marks, and all trademark and service mark applications, unregistered trademarks and service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks, domain names, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, that are owned or licensed by Assignor or used in connection with Assignor's business, and any registrations, applications, and renewals thereof, whether foreign or domestic, and any goodwill associated therewith, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit A.

TRADEMARKS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.
2. Assignee hereby accepts the foregoing assignment.
3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

GENERAL

4. Entire Agreement. This Assignment contains the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

5. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor: SRO Management, LLC
134 Market Street
Philadelphia, PA 19106
Attn: Stephen Starr

To Assignee: Starr Restaurant Organization, LP
c/o Starr Restaurant Organization GP, LLC
134 Market Street
Philadelphia, PA 19106
Attn: Board of Managers
Facsimile: (215) 923-2955

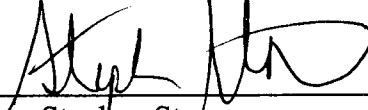
with a copy thereof
to its counsel: Pepper Hamilton, LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103
Attn: Barry M. Abelson, Esq.
Facsimile: (215) 981-4750

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.


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

SRO MANAGEMENT LLC

By: 
Name: Stephen Starr
Title: Manager

STARR RESTAURANT ORGANIZATION, LP

By: Starr Restaurant Organization GP, LLC,
its general partner

By: 
Name: Stephen Starr
Title: Manager

ACKNOWLEDGMENT

STATE OF *Pennsylvania* :
 :
 : ss.
COUNTY OF *Philadelphia* :

Stephen Starr, being duly sworn, says that he is the Manager of SRO Management, LLC, a limited liability corporation organized under the laws of the Commonwealth of Pennsylvania, and acknowledges that he did sign the Trademark Assignment on behalf SRO Management, LLC, pursuant to due authority.

Sworn to and subscribed
before me this 8th day
of December, 2004.

Marie E. DeCarlo
Notary Public

My commission expires: *October 25, 2005* (SEAL)

NOTARIAL SEAL
MARIE E. DeCARLO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 25, 2005

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On the 8th day of December, 2004, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Stephen Starr who acknowledged himself to be the Manager of Starr Restaurant Organization, GP, LLC, the general partner of Starr Restaurant Organization, LP, and that he, as such officer, being authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing the name of the general partner on behalf of the limited partnership by himself as such officer, and desired that this Trademark Security Agreement be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Marie E. DeCarlo
Notary Public

My Commission Expires: October 25, 2005

NOTARIAL SEAL
MARIE E. DeCARLO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 25, 2005

EXHIBIT A

Trademark:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ALMA DE CUBA	2,701,029	March 25, 2003
POD	2,718,427	May 27, 2003

Trademark Applications:

<u>Trademark</u>	<u>Application Number</u>	<u>Status</u>
LOVE BURGER	76/565,987	Pending
CONTINENTAL	76/235,906	Abandoned
LANDSCAPE	76/164,810	Abandoned