

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ownership previously recorded on Reel 001066 Frame 098. Assignor(s) hereby confirms the ownership was never assigned, document recorded in error..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lunamezza Ltd. Liability Co.		11/03/1993	Limited Liability Company: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	Mezzaluna Associates
<b>Composed Of:</b>	COMPOSED OF Inverigo Consulting, Inc., a New York corporation and Aldo Bozzi, a U.S. citizen
<b>Street Address:</b>	1295 Third Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10021
<b>Entity Type:</b>	PARTNERSHIP: NEW YORK

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1339719	MEZZALUNA

**CORRESPONDENCE DATA**

Fax Number: (212)972-5487  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-687-2770  
 Email: kerry@cplplaw.com  
 Correspondent Name: Cohen, Pontani, Lieberman & Pavane  
 Address Line 1: 551 Fifth Avenue  
 Address Line 2: Suite 1210  
 Address Line 4: New York, NEW YORK 10176

<b>NAME OF SUBMITTER:</b>	Thomas Pontani
---------------------------	----------------

CH \$40.00 1339719

Signature:	/thomas pontani/
Date:	06/30/2005
<b>Total Attachments: 8</b> source=20050630103910#page1.tif source=20050630103910#page2.tif source=20050630103910#page3.tif source=20050630103910#page4.tif source=20050630103910#page5.tif source=20050630103910#page6.tif source=20050630103910#page7.tif source=20050630103910#page8.tif	



*Errors should not*

FORM PTO-1594  
1-31-92

REGISTRATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings → ⇄ ▼

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

1. Name of conveying party(ies):

Mezzaluna Associates

- Individual(s)
- General Partnership
- Corporation-State
- Other

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

2. Name and address of receiving party(ies):

Name: Lunamezza Ltd. Liability Co.

Internal Address: \_\_\_\_\_

Street Address: 1715 McCullough

City: San Antonio State: TX ZIP: 78212

- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 3, 1993

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,339,719

Additional numbers attached?  Yes  No

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

Name: Charles W. Hancor

Internal Address: \_\_\_\_\_

Akin, Gump, Strauss, Hauer & Feld, LLP

Street Address: 300 Convent Street,

Suite 1500

City: San Antonio State: TX ZIP: 78205

6. Total number of applications and registrations involved: \_\_\_\_\_

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-0477

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

*89146049*

9. Statement and signature.

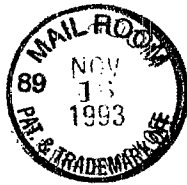
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

*[Signature]*

*11/12/93*

*[Signature]*

REEL 1056 FRAME 98  
RECEIVED  
NOV 30 11:12:03  
ASSIGNMENT BRANCH



40.00-481

D

**AKIN, GUMP, STRAUSS, HAUER & FELD, L. L. P.**  
ATTORNEYS AT LAW

1333 NEW HAMPSHIRE AVENUE, N.W.  
SUITE 400  
WASHINGTON, D.C. 20036  
(202) 887-4000

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

4100 FIRST CITY CENTER  
1700 PACIFIC AVENUE  
DALLAS, TEXAS 75201-4818  
(214) 989-2800

65 AVENUE LOUISE, P. B. NO. 7  
1050 BRUSSELS, BELGIUM  
(011) 32-2-535.29.11

1500 NATIONSBANK PLAZA  
300 CONVENT STREET  
SAN ANTONIO, TEXAS 78205  
(210) 270-0800  
FAX (210) 224-2035

2100 FRANKLIN PLAZA  
111 CONGRESS AVENUE  
AUSTIN, TEXAS 78701  
(512) 499-6200

WRITER'S DIRECT DIAL NUMBER (210) 270-0879

1900 PENNZOIL PLACE-SOUTH TOWER  
711 LOUISIANA STREET  
HOUSTON, TEXAS 77002  
(713) 220-5800

November 11, 1993

COMMISSIONER OF PATENTS  
AND TRADEMARKS  
Washington, D.C. 20231

RECEIVED  
NOV 30 PM 12:02 TRADEMARK  
ASSIGNMENT BRANCH  
REEL 1066 FRAME 099

RE: U.S. Service Mark Reg. No.: 1,339,719  
Issued: June 4, 1985  
Mark: MEZZALUNA  
Recorded: May 30, 1991  
Reel 0792, Frame 0964  
Attorney Docket No.: 06 2620.031

Dear Sir:

Please find the following documents enclosed for filing in the above-identified Patent Application:

- (1) Assignment Cover Sheet;
- (2) An Assignment;
- (3) Our firm check in the amount of \$40.00; and
- (4) An acknowledgement post card.

The Commissioner is authorized to charge any additional expenses if the check is missing or insufficient, or credit any overpayments, to Deposit Account No. 01-0477. A duplicate copy of this letter is included.

Sincerely yours,

Charles W. Hanor, P.C.

060 AS 11/29/93 1339719

0 481 40.00 CK

mezacr.doc  
06 2620.031

89146048  
89146130

ASSIGNMENT AGREEMENT  
(Service Mark)

This Agreement is by and between Mezzaluna Associates, a New York partnership ("Assignor"), and Lunamezza Ltd. Liability Co., a Colorado limited liability company ("Assignee").

WHEREAS, Assignor has adopted and is using MEZZALUNA as a service mark for restaurant services; and

WHEREAS, Assignor is the owner of the following registration of said service mark:

U.S. Service Mark Reg. No. 1,339,719

Issued: June 4, 1985

Recorded in the U.S. Patent and Trademark Office at Reel 0792  
Frame 0964 on May 30, 1991.

WHEREAS, Assignee, is desirous of acquiring said service mark limited to the state of Colorado together with the good will of the business with which said service mark is used and which is symbolized by said mark.

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, the parties hereto agree as follows:

1. In consideration of the sum of \$50,000 and other good and valuable consideration, the receipt of which is hereby acknowledged by said Assignor, said Assignor has assigned and by these presents, does hereby sell, transfer, convey and assign unto said Assignee the entire right, title, and interest in and to said mark for the state of Colorado, the right to recover from third parties other than Assignor for past infringement of said mark, and the good will of the business in connection with which said mark is used and which is symbolized by said mark.

2. Assignor hereby covenants and represents that to Assignor's knowledge Assignor has the full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.

3. Assignor hereby further covenants and agrees that Assignor will promptly and without any cost to Assignor, sign all

TRADE  
MARK

REEL 1066 FRAME 100

lawful papers, execute all applications for concurrent registration, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said mark in the state of Colorado.

4. Assignee hereby covenants and agrees that Assignee will promptly and without any cost to Assignor, sign all lawful papers, execute all applications for concurrent registration, make all rightful oaths, approve any license or assignment, and generally do everything possible to aid the said Assignor, its successors, legal representatives and assigns, to obtain and enforce proper protection for said mark in the remainder of the United States excluding the state of Colorado.

5. Assignor and Assignee believe that there is no likelihood of confusion between their respective marks as used for their respective services in their separate geographical areas.

6. Assignor does not object only to the use of the mark MEZZALUNA by Assignee in connection with a restaurant located in the state of Colorado.

7. Assignee does not object to the use of the mark MEZZALUNA by Assignor in connection with a restaurant located in the remainder of the United States excluding the state of Colorado.

8. Assignor agrees not to use the mark MEZZALUNA or any similar variation thereof for restaurant services and for any confusingly similar services or goods in connection with a business located in the state of Colorado.

9. Assignee agrees not to use the mark MEZZALUNA or any similar variation thereof for restaurant services and for any confusingly similar services or goods in the remainder of the United States excluding the state of Colorado.

10. Assignee further covenants and agrees that Assignee shall not use the said service mark for any mail order or catalogue.

business for restaurant services or for any other services or goods.

11. Assignor does not object and consents to the concurrent registration of the mark MEZZALUNA only for restaurant services by Assignee for the state of Colorado.

12. Assignee does not object and consents to the concurrent registration of the mark MEZZALUNA or any similar variation thereof for restaurant services by Assignor for the remainder of the United States excluding the state of Colorado.

13. Assignor agrees to take no adverse action in the United States Patent and Trademark Office, in the courts or otherwise against the mark MEZZALUNA for restaurant services by Assignee for the state of Colorado.

14. Assignee agrees to take no adverse action in the United States Patent and Trademark Office, in the courts or otherwise against the mark MEZZALUNA for restaurant services or any other services by Assignor for the remainder of the United States excluding the state of Colorado.

15. The parties agree to take all reasonable steps to avoid any confusion, mistake or deception of the public.

16. The parties agree to the submission to the United States Patent and Trademark Office of this consent to the concurrent registration of the mark by Assignor and Assignee.

17. The parties agree that their respective uses of the mark will continue at similar high standards of quality, appearance and service comparable to the high standard at which the mark has been previously used to maintain the goodwill which the mark has represented.

18. Assignee hereby covenants and agrees that Assignee, its licensees, successors, assignees, will maintain the similar high standards of quality, appearance and service comparable to the high standard at which the said service mark has been used, and will not change the type of business concept for which the said service mark

TRADEMARK

REF 106 FRAME 102

has become famous, and will include these restrictive covenants in licensing, assigning or in any way transferring the right, title, and interest in and to said service mark for the state of Colorado. Assignee hereby covenants and agrees that should Assignee, its licensees, successors and assignees abandon the said service mark in the state of Colorado, its rights to the mark will automatically revert back to Assignor and Assignee will assign all of its rights to the mark to Assignor at no cost to Assignor. Assignor hereby covenants and agrees that Assignor, its Licensees, successors, assignees, will maintain the similar high standards of quality, appearance and service comparable to the high standard at which the said service mark has been used, and will not change the type of business concept for which the said service mark has become famous, and will include these restrictive covenants in licensing, assigning or in any way transferring the right, title, and interest in and to said service mark for the remainder of the United States excluding the state of Colorado. Assignee agrees, upon filing the application for the mark MEZZALUNA based on concurrent use and receiving an application serial number from the U.S. Patent and Trademark Office, to submit for recordation with the Assignment Division of the United States Patent and Trademark Office, this Assignment, or such other documents, if any are necessary, to record the notice of the right of reversion of the said mark MEZZALUNA to Assignor or Assignee upon the occurrence of any of the above-stated events.

19. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their licensees, successors, assigns, subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives.

20. Any and all disputes, controversies and claims arising out of or relating to this contract, or the breach thereof, or concerning the respective rights or obligations of the parties hereto shall be settled and determined by arbitration in New York



City, New York, before a single arbitrator pursuant to the Commercial Arbitration Rules then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties agree that the arbitrators shall have the power to award damages, injunctive relief and reasonable attorney's fees and expenses to any party in such arbitration. The arbitrator shall apply the law of the State of New York on non-statutory and common law issues and of the United States in case of federal questions. Each party hereby irrevocably consents to the sole and exclusive jurisdiction and venue of the U.S. District Court for the Southern District of New York, in connection with any matter arising out of the foregoing arbitration or this Agreement. This applies to all matters including but not limited to confirmation of the award rendered by the arbitrator and enforcement thereof by entry of judgment thereon or by any other legal remedy. Anything to the contrary herein notwithstanding, a temporary restraining order or injunction may be obtained by either party from the U.S. District Court for the Southern District of New York pending the determination of any controversy pursuant to the arbitration provisions hereof.

21. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

SIGNATURE AND NOTARIZATION PAGE

Mezzaluna Associates  
(A New York Partnership)

*Aldo Bozzi*  
Aldo Bozzi, President of  
Inverigo Consultants, Inc.,  
a Partner

Lunamezza Ltd. Liability Co.  
(A Colorado Limited Liability  
Co.)

*Joseph Cosniac*  
Joseph Cosniac, General Manager

November 3, 1993

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) : ss.

Before me, the undersigned authority, on this day personally appeared Aldo Bozzi, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership. Given under my hand and seal of office on this 3rd day of November, 1993.

Notary Public in and for the State of New York

*Nancy Marie Sabovic*

My Commission Expires:

*August 31, 1995*

NANCY MARIE SABOVIC  
Notary Public, State of New York  
No. 01-22834  
Qualified in Orange County  
Notary Public, New York County  
Term Expires August 31, 1995

TRADEMARK

REEL 1066 FRAME 105

STATE OF TEXAS )  
 )  
COUNTY OF BEXAR ) : ss.

Before me, the undersigned authority, on this day personally appeared Joseph Casinac, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership. Given under my hand and seal of office on this 3rd day of November, 1993. (limited liability company)

Notary Public in and for the State of Texas

*Katherine L. Gunn*

My Commission Expires:

*6-20-95*

  
KATHERINE L. GUNN  
Notary Public State of Texas  
My Commission Expires 06-20-95

ASSIGNMENT AGREEMENT between  
Mezzaluna and Lunamezza Ltd. Liability Co.

RECORDED  
PATENT AND TRADEMARK  
OFFICE

Page 6

NOV 16 1993