



12-22-2004

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Form PTO-1594 (Rev. 06/04)  
Collection 0651-0027 (exp. 6/30/2005)



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

RECO  
TR 102910428

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12-20-04

1. Name of conveying party(ies)/Execution Date(s):

TORTILLA BEACH CAFE I, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Co.
- Association
- Limited Partnership

Citizenship (see guidelines) DE/USA

Execution Date(s) August 23, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Islands Restaurants, L.P.

Internal

Address: 5750 Fleet Street

Street Address: Suite 120

City: Carlsbad

State: CA

Country: USA

Zip: 92008

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship DE/USA

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,708,416

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TORTILLA BEACH FINE TEX-MEX

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

Name: J. R. Dennis, Esq.

Internal Address: 12526 High Bluff Drive

Suite 300

Street Address:

City: San Diego

State: CA

Zip: 92130

Phone Number: 858.792.3603

Fax Number: 858.792.3403

Email Address: jrdenislaw@earthlink.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*Douglas E. Kollus*  
Signature

Douglas E. Kollus

Name of Person Signing

December 1, 2004

Total number of pages including cover sheet, attachments, and documents: 1

40.00 UP  
\$25.00  
12/27/2004 17:00:00  
01 FC:0521

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6986, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450.

TRADE MARK

### ASSIGNMENT OF MARK

Tortilla Beach Café I, LLC, a Delaware limited liability company with principal executive offices located at 5750 Fleet Street, Suite 120, Carlsbad, California 92008 ("Assignor"), and Islands Restaurants, L. P., a Delaware limited partnership with principal executive offices located at 5750 Fleet Street, Suite 120, Carlsbad, California 92008 ("Assignee") do acknowledge and agree as follows:

Whereas Assignor is the owner of service mark Reg. No. 2,708,416 registered on the Principal Register by the United States Patent and Trademark Office on April 22, 2003, for the names and impression "Tortilla Beach Fine Tex-Mex" ("Mark") and,

Whereas Assignor and Assignee have agreed that as part of the winding up of the business of Tortilla Beach Café I, LLC, the Mark will be assigned by Assignor to Assignee,

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successor and assigns, all right, title and interest in and to said Mark, along with the registration thereof, together with the goodwill of the business symbolized by the Mark, the right to recover for past infringement of the Mark and the reputation thereof.

Assignor warrants that it is the legal owner of all right, title and interest in the Mark, that the Mark has not been otherwise previously assigned, licensed, pledged or encumbered, and that this assignment does not infringe on the rights of any person.

Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the Mark, including, but not limited to, recordation of the assignment in the United States Patent and Trademark Office. In furtherance of this purpose, Assignor does hereby appoint Assignee its agent and attorney in fact, with the authority to undertake all acts on behalf of Assignor relative to the Mark, intending by this agreement that all parties shall rely on the authority of Assignee to act on behalf of Assignor with respect to all matters concerning the Mark. This assignment is entered into and made effective this 23<sup>rd</sup> day of August, 2004.

Tortilla Beach Café I, LLC,  
A Delaware Limited Liability Company


Islands Restaurants, L. P.,  
A Delaware Limited Partnership

By: Islands Restaurants, L. P.,  
Manager

By: Seneca Partners, Inc.  
General Partner

By: Seneca Partners, Inc.  
General Partner

By:   
Douglas E. Kollus  
President

By:   
Douglas E. Kollus  
President