

08-31-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDATION
TRADE

103073431

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

8-24-05

1. Name of conveying party(ies):

Cipriani Inc.
1023A Third Avenue
New York, New York 10021

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cipriani Group, Inc.

Internal

Address: 110 East 42nd Street

Street Address: _____

City: New York

State: New York

Country: U.S.A. Zip: 10017

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship U.S.A.

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 8, 2005

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

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

A. Trademark Application No.(s)
78/532,760

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

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

Name: Marvin S. Gittes, Esq.

Internal Address: Mintz, Levin, Cohn, Ferris, Glovsky

and Popeo P.C.

Street Address: Chrysler Center

666 Third Avenue

City: New York

State: New York Zip: 10017

Phone Number: (212) 935-3000

Fax Number: (212) 983-3115

Email Address: mgittes@mintz.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 50-0311

Authorized User Name Marvin S. Gittes

9. Signature:

Signature

August 23, 2005

Date

Marvin S. Gittes

Name of Person Signing

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

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/29/2005 6TON11 0000047 500311 78532760

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TRADEMARK
REEL: 003213 FRAME: 0464

ASSIGNMENT OF TRADEMARK/SERVICE MARK

This Assignment (the "Assignment") is made by and between Cipriani Inc., a corporation organized under the laws of New York with offices at 1023A Third Avenue, New York, New York 10021 (the "Assignor") and Cipriani Group, Inc., a corporation organized under the laws of New York, having its principal place of business at 110 East 42nd Street, New York, New York 10017 (the "Assignee").

WHEREAS, pursuant to the Settlement Agreement dated June 30, 2005, by and between the Assignor, the Assignee, and Giuseppe Cipriani effective as of July 1, 2005, the Assignor transferred to the Assignee the Assignor's rights in the trademark and service mark CIPRIANI (hereinafter the "Mark") and the Assignor's rights in United States Trademark Application Serial No. 78/532760 filed on December 15, 2004 for the mark CIPRIANI; and

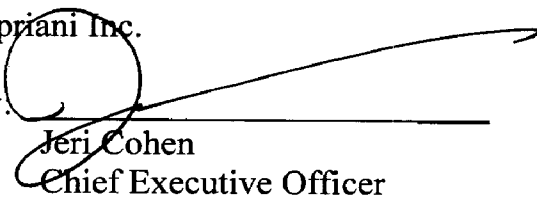
WHEREAS, the parties wish to confirm such transfer for purposes of recording the transfer in the United States Patent and Trademark Office and to confirm Assignee's ownership of the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby and effective as of July 7, 2005 assigns, conveys and transfers to the Assignee, its successors and assigns all of its right, title, interest, ownership and subsidiary rights, if any, to the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to the Assignee hereunder pursuant to and to the extent set forth in the terms and conditions of the Settlement Agreement.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal,

Cipriani Inc.

By: _____


Jeri Cohen
Chief Executive Officer

SUBSCRIBED AND SWORN to before me this 8 day of July, 2005


Notary Public

My Commission Expires: 10/24/06

RODRIGO DE SOUZA
Notary Public, State of New York
JULY 13, 2005 - OCT 13, 2006
Quamnet, Inc. (Emp. 10000)
www.quamnet.com

NYC 326057v1

NYDOCS1-784639.1