

02-15-2006

REI



103178829

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

2-13-06

1. Name of conveying party(ies):

59 Diner, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 31, 2005

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Frank Tavakoli

Internal _____

Address: _____

Street Address: 8280 Westpark Avenue

City: Houston

State: Texas

Country: USA

Zip: 77063

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Individual Citizenship US

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) _____

2,047,898

Additional sheet(s) attached? Yes No

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

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

Name: John R. Casperson

Internal Address: _____

Street Address: PQ Box 2174

City: Friendswood

State: TX

Zip: 77549

Phone Number: 281-482-2961

Fax Number: 281-482-3968

Email Address: jcasperson@houston.rr.com

6. Total number of applications and registrations involved:

1

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers 1006
Expiration Date 07/06

b. Deposit Account 6211430000 PERJELLER 00000072 2847898
Authorized User JOHN R CASPERSON

9. Signature:

John R. Casperson
Signature

9 February 2006

Date

John R. Casperson, Attorney for Assignee

Name of Person Signing

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

ASSIGNMENT

Effective as of the close of business on August 31, 2005, 59 Diner, Inc., a Texas corporation, for itself and its assigns, predecessors, shareholders, subsidiaries, affiliated and related entities, and any and all other persons, natural or corporate, in privity with it ("Assignor") and Frank Tavakoli ("Assignee"), for itself and its successors and all other persons, natural or corporate, in privity with them or any of them enter into this Assignment agreement ("Agreement") and agree as follows.

DEFINITIONS

1. As used in this Agreement, the term "Marks" shall mean the service mark "59 Diner", U.S. Patent and Trademark Office Reg. No. 2,047,898, registered March 25, 1997, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefore in any jurisdiction covering the Marks and/or the Associated Rights (as hereinafter defined) of the Assignor, which registrations are now and hereafter owned by Assignor.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the Marks, and any assumed names, marks and names heretofore used by Assignor, in connection with the business symbolized by the Marks, together with all the good will of the business symbolized by the Marks.

NOW THEREFORE

1. For Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights and agrees not to use the Marks, the Registrations or the Associated Rights from the effective date of this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments.


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

Executed at Houston, Harris County, Texas as of the date first above written.

ASSIGNOR:

ASSIGNEE:

59 Diner, Inc.

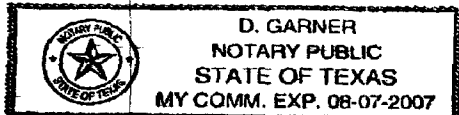
By: 
John M. Fooshee, President


Frank Tavakoli

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John M. Fooshee, President of 59 Diner, Inc., 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 and in the capacity therein stated.

GIVEN under my hand and seal of office this 31 day of AUGUST, 2005.



[Handwritten Signature]

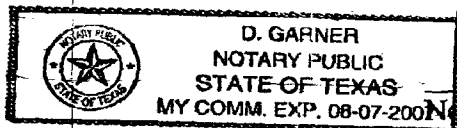
Notary Public in and for the Texas

[Notary Seal]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Frank Tavakoli, 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.

GIVEN under my hand and seal of office this 31 day of August, 2005.



[Handwritten Signature]

Notary Public in and for the Texas

[Notary Seal]