

Form PTO-1594 (Rev. 07/03)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

**1. Name of conveying party(ies):**  
Jason Tozer

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) US  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Julianne Tozer  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 355 S. Robertson Blvd.  
City Beverly Hills  
State: CA  
Country: USA Zip 90211

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)

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

Execution Date(s) April 21, 2006

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No (s)  
78/707158

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)  
PADDINGTON'S TEA ROOM

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

Name: Rutan & Tucker, LLP  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 611 Anton Blvd., Suite 1400  
City: Costa Mesa  
State: CA Zip: 92679  
Phone Number: 714-641-5100  
Fax Number: 714-546-9035  
Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 1

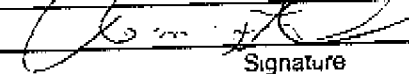
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

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 502191  
Authorized User Name Robert D Fish

**9. Signature:**  May 9, 2006  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Robert D. Fish  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document 3

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

American LegalNet, Inc  
www.USCourtForms.com

CH \$40.00 502191 78707158

## ASSIGNMENT AGREEMENT

**THIS AGREEMENT**, executed as of the date set forth below, is entered into by and between Jason Tozer ("Assignor"), an individual and U.S. citizen having his primary business address at 355 S. Robertson Blvd., Beverly Hills, CA 90211, and Julianne Tozer ("Assignee"), an individual and U.S. citizen having her primary business address at 355 S. Robertson Blvd., Beverly Hills, CA 90211.

**WHEREAS**, Assignor and Assignee filed U.S. Trademark Application Serial No. 78/707158 (the "Application") for the mark PADDINGTON'S TEA ROOM (the "Trademark") as joint applicants; and

**WHEREAS**, Assignee wishes to acquire from Assignor all right, title and interest, in and to the Trademark, including the Application.

**NOW, THEREFORE**, in consideration of the premises, mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:


1. Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Trademark, together with the Application and all goodwill of the business symbolized by the Trademark, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment as successor to that portion of Assignor's business to which the Trademark pertains, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment;

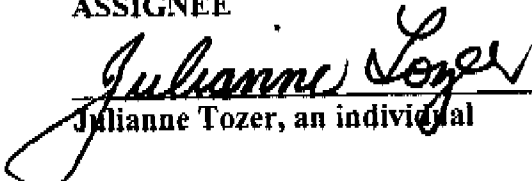
3. Assignor hereby authorizes and requests the U.S. Commissioner for Trademarks, and corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademark and its corresponding Application and ultimate registration.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed as of 4/21, 2006 (the "Effective Date").

ASSIGNOR

  
\_\_\_\_\_  
Jason Tozer, an individual

ASSIGNEE

  
\_\_\_\_\_  
Julianne Tozer, an individual