

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Assignment of Intellectual Property Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ninfa's Holdings, L.P.		06/29/2006	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	James B. Jameson, Liquidating Trustee of the Liquidating Trust or Riostar Corporation, ET AL.
<b>Street Address:</b>	2211 Norfolk
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77098
<b>Entity Type:</b>	TRUSTEE: TEXAS

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	78716352	NINFA'S MEXICAN RESTAURANT SINCE 1973 THE ORIGINAL
Registration Number:	2292692	NINFA'S
Registration Number:	2270869	NINFA'S
Registration Number:	2285458	NINFA'S
Registration Number:	2272388	NINFA'S
Registration Number:	2274547	NINFA'S SEAFOOD CANTINA
Registration Number:	2259461	NINFA
Registration Number:	2294182	
Registration Number:	2294180	NINFA
Registration Number:	1163144	GRACIAS!
Registration Number:	1204068	NINFAS

CH \$465.00 78716352

Registration Number:	1233794	TACOS A LA NINFA
Registration Number:	2229044	NINFARITA
Registration Number:	2297671	NINFA LAURENZO
Registration Number:	1163145	NINFA'S
Registration Number:	2229055	MAMA NINFA'S
Registration Number:	2297672	MAMA NINFA'S
Registration Number:	2295412	NINFA LAURENZO

**CORRESPONDENCE DATA**

Fax Number: (713)223-3717  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 713-226-1200  
Email: ppaquet@lockeliddell.com  
Correspondent Name: Patricia Paquet  
Address Line 1: 600 Travis Street  
Address Line 2: 3400 JPMorgan Chase Tower  
Address Line 4: Houston, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER:	009945-00069
NAME OF SUBMITTER:	Patricia Paquet
Signature:	/patricia paquet/
Date:	07/20/2007

**Total Attachments: 9**

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## CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Ninfa's Holdings, L.P., a Texas limited partnership, and any and all of its related parties, including Ninfa's Licensing, L.P., a Texas limited partnership (collectively "Assignor") having any interest in the Works (defined below), have developed and owned valuable rights in certain trademarks, service marks, copyrights and other intellectual property rights listed in Exhibit A, attached hereto and fully incorporated herein, (collectively the "Works");

WHEREAS, James B. Jameson, liquidating trustee of the Liquidating Trust of RioStar Corporation, Ninfa's, Inc., 4551 S. Padre Island Drive, Inc., 1503 Post Oak Blvd., Inc., 16223 Clay Road, Inc., Atchafalaya River Café, Inc., and 8553 Gulf Freeway, Inc. (such entities being the "Debtors" and the Liquidating Trust being "Assignee") created pursuant to the Second Amended Joint Plan of Reorganization, entered November 21, 1997, by the United States Bankruptcy Court of the Southern District of Texas, Houston Division, ("Court") under those certain bankruptcy cases jointly administered under Case No. 96-49441-H1-11, wishes to receive such Assignment;

WHEREAS, pursuant to an order of the Court, Debtors sold, assigned and transferred all right, title and interest in and to the Works and other intellectual property and proprietary rights associated therewith to Ninfa's Holdings, L.P. or its affiliates;

WHEREAS, Assignor wishes to confirm for recordation purposes the assignment ("Assignment") in the Works having an Effective Date of June 29, 2006, pursuant to the GENERAL WARRANTY DEED AND BILL OF SALE IN LIEU OF FORECLOSURE AND AGREEMENT TO ACCEPT COLLATERAL IN FULL SATISFACTION OF OBLIGATION;

### AGREEMENT

NOW, THEREFORE, Assignor hereby confirms such sale, conveyance, assignment, transfer, and deliverance to Assignee, and its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the entire right, title and interest in and to the Works including, without limitation, all trademark, trade dress, service mark, or copyright rights, published and unpublished, all rights to modify, improve, license, renew, reproduce, copy, print, reprint, display or prepare derivative works from said Works, and to utilize such Works or derivative works for any and all purposes. Said assignment includes the right to all income from the sale, license or publication of said Works. Assignee is specifically granted the right to sue for infringement of the Works anywhere in the world and is granted the right to recover damages for any past infringement of the Works, and to recover and retain any monies paid or received as a result of such infringement.

EXECUTED AND DELIVERED effective as of the date first written above.

David Quintanilla  
Ninfa's Holdings, L.P.

By: Ninfa's Holdings Management, L.L.C., its  
General Partner

By: DAVID Quintanilla

Title: Manager

David Quintanilla  
Ninfa's Licensing, L.P.

By: Ninfa's Holdings Management, L.L.C., its  
General Partner

By: DAVID Quintanilla

Title: Manager

NOTARY ACKNOWLEDGEMENT:

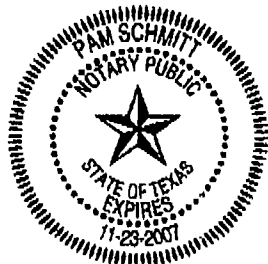
BEFORE ME, the undersigned authority, on this day personally appeared David Quintanilla, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that he executed this Agreement for the purposes and consideration therein expressed.

2006.

GIVEN UNDER MY HAND and seal of office, this 30<sup>th</sup> day of June.

Pam Schmitt

Notary Public in and for  
the State of Texas



**EXHIBIT A**

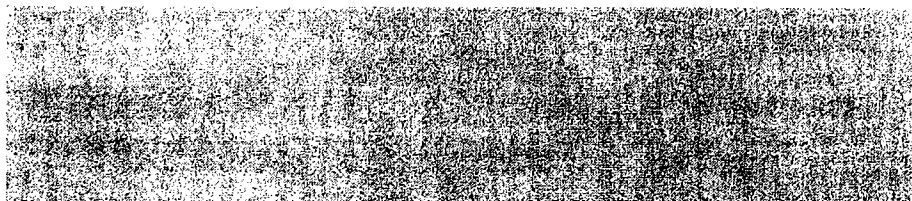
**I. TRADEMARKS**

**Registered Marks**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE REGISTERED</u>	<u>IMAGE</u>
NINFA'S MEXICAN RESTAURANT SINCE 1973 THE ORIGINAL & DESIGN	U.S. Trademark Pending Application No. 78-716352	Filed - September 20, 2005	
NINFA'S	U.S. 2,292,692	November 16, 1999	Typed Drawing
NINFA'S	U.S. 2,270,869	August 17, 1999	Typed Drawing
NINFA'S	U.S. 2,285,458	October 12, 1999	Typed Drawing
NINFA'S	U.S. 2,272,388	August 24, 1999	Typed Drawing
NINFA'S SEAFOOD CANTINA	U.S. 2,274,547	August 31, 1999	Typed Drawing
NINFA (Stylized)	U.S. 2,259,461	August 6, 1999	
DESIGN OF NINFA LAURENZO	U.S. 2,294,182	November 23, 1999	

NINFA (Stylized) U.S. 2,294,180 November 23, 1999

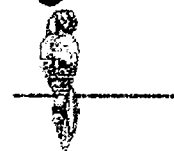
*Ninfa*



**Mama  
Ninfa's**  
the original mexican restaurant

GRACIAS! & U.S. 1,163,144 July 28, 1981  
DESIGN Renewed August 15,  
2001

**¡Gracias!**



NINFAS & U.S. 1,204,068 August 3, 1982  
DESIGN Renewed October 19,  
2002

**Nínfas**

NINFAS Texas 37,79717 October 8, 1980  
Renewed October 3,  
2000

TACOS A LA U.S. 1,233,794 April 5, 1983  
NINFA & Renewed June 21, 2003  
DESIGN

**Tacos a la Nínfa**

TACOS A LA Texas 36,77217 November 21, 1979  
NINFA Renewed November 9,  
1999

NINFARITA U.S. 2,229,044 March 2, 1999 Typed Drawing

NINFA U.S. 2,297,671 December 7, 1999 Typed Drawing  
LAURENZO

NINFA U.S. 2,295,412 November 30, 1999  
LAURENZO &  
DESIGN

*Ninfa Laurenzo*

PARROT DESIGN U.S. 1,163,145 July 28, 1981  
Renewed August 15, 2001

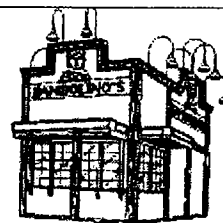


MAMA NINFA'S U.S. 2,229,055 March 2, 1999 Typed Drawing

MAMA NINFA'S U.S. 2,297,672 December 7, 1999 Typed Drawing

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BAMBOLINO'S AND DESIGN U.S. 1,521,317 January 17, 1989



BAMBOLINO'S U.S. 1,503,379 September 6, 1988 TYPED DRAWING

BAMBOLINO'S U.S. 1,479,841 March 8, 1988 TYPED DRAWING

CHILD DESIGN U.S. 1,490,400 May 31, 1988



CHILD DESIGN U.S. 1,475,486 February 2, 1988



BAMBOLINO'S U.S. 1,510,487 October 25, 1988



THE ORIGINAL ITALIAN DRIVE-THRU U.S. 1,517,582 December 20, 1988 Typed Drawing

Unregistered Marks

MARK

GOODS OR SERVICES

NINFA'S AMERICAN GRILL

Restaurant Services

YOU NEVER TASTED ANYTHING LIKE THIS

Restaurant Services

Gracias

Restaurant Services

OFF MENU MENU

Restaurant Services

**Solamente Ninfas**

Restaurant Services

LET US MAKE YOUR NEXT PARTY A FIESTA

Restaurant Services

INDIA DE RES

Staple Foods

QUESO A LA PARRILLA

Meats and Processed Foods

INDIA DE POLLO

Staple Foods

FLAUTAS DE RES

Staple Foods

FLAUTAS DE POLLO

Staple Foods

CHILPANZINGAS

Staple Foods

INDIAS

Staple Foods

PICO DE GALLO

Meats and Processed Foods

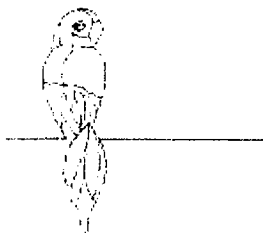
ALAMBRE

Meats and Processed Foods

Restaurant Services







Restaurant Services



Restaurant Services



Restaurant Services



Restaurant Services



Restaurant Services

NINFALITE

Restaurant Services

NINFA LAURENZO'S photograph and likeness and all variations thereof including, but not limited to MRS. LAURENZO and MAMA NINFA'S

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ATCHAFALAYA RIVER CAFE

Restaurant Services

ATCHAFALAYA CAJUN CAFE

Restaurant Services

**II. COPYRIGHTED WORKS**

**Unregistered Copyrighted Works**

**WORKS**

Art work, graphics and text on all menus, advertising, or other text existing now or having been used by Licensee or Affiliated Licensees.

Photographs and drawings of Mrs. Ninfa Lorenzo.

**Registered Copyrighted Works**

<u>COPYRIGHT</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Menu	Vau-10-348	09/04/1979
Menu	Vau-32-775	11/10/1980
Menu	VA-114-359	11/16/1982
Menu	VA-114-360	11/16/1982
Menu	VA-144-392	12/30/1983
Menu	V1852 - P28 thru 33	06/30/1981
Menu	V1903 P384 thru 391	04/23/1982

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**RECORDED: 07/20/2007**

**TRADEMARK**  
**REEL: 003584 FRAME: 0615**