

12-08-2009

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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103582885

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

1. Name of conveying party(ies):

SPoons RESTAURANT, INC

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) JUNE 17, 2009

- 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: ISA BEST, INC

Internal

Address: 2601 Hotel Terrace Dr.

Street Address: 2601 Hotel Terrace Dr.

City: Santa Ana

State: CALIFORNIA

Country: USA Zip: 92705

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship USA, CALIFORNIA

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)

1,363,818

Additional sheet(s) attached? Yes No

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

SPoons RIBS BURGERS TACOS GRILL BAR

Filing Date: February 1, 1985

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

Name: ISA BEST, INC

Internal Address: 2601 Hotel Terrace Dr

Santa Ana, CA 92705

Street Address: 2601 Hotel Terrace Dr

City: Santa Ana

State: CALIFORNIA Zip: 92705

Phone Number: (714) 403-0915

Fax Number: (714) 957-8997

Email Address: Tony.garcia@shbcglobal.net

6. Total number of applications and registrations involved:

1

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

Authorized to be charged to deposit account

Enclosed

8. Payment information:

Deposit Account Number

Authorized User Name

9. Signature:

Tony R Garcia

Signature

12/2/09

Date

Name of Person Signing

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

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

ASSIGNMENT OF TRADEMARK AND RELEASE

This Assignment of Trademark and Release ("Agreement") is entered into as of June 17, 2009, by and between Spoons Restaurant, Inc. and to the extent of its interests, if any, NSG Franchise, Inc (formerly known as SRG Franchise Inc.) (collectively "SRI") and ISA & EST., Inc. ("ISA").

WHEREAS, pursuant to a certain Trademark License, SRI has licensed to ISA that certain trademark under U.S. Registration No. 1,363,818 ("Registered Mark") and all other "Spoons Restaurant" trademarks owned by SRI (collective the "Trademark");

WHEREAS, ISA desires to pay \$6,000.00 to SRI in full satisfaction of past due licensing fees and to resolve all other outstanding issues;

WHEREAS, SRI proposes to assign the Trademark to ISA; and SRI shall release ISA, and ISA shall release SRI, of any and all claims or causes of action relating to the Trademark License and the Trademark.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Past Due Licensing Fees. Upon the execution of this Agreement, ISA shall pay to SRI the sum amount of Six Thousand Dollars (\$6,000.00) in full satisfaction of all past due licensing fees under the Trademark License and all outstanding royalties and other sums due.

2. Assignment of Trademark. SRI hereby assigns to ISA all of SRI's rights, title and interest in and to the Trademark subject to the terms and conditions of this Agreement. Upon the effective date of the Trademark assignment, the Trademark License shall automatically terminate. SRI hereby also assigns any rights to proprietary recipes, trade dress and intellectual property associated with the Trademark (hereinafter "Associated IP").

3. Representations and Warranties. SRI hereby represents and warrants that it is the owner of the Registered Mark, that upon payment of the sums due hereunder the Registered Mark will be released from the claims of B.E.T Associates LP and will be free and clear of all liens and encumbrances.

4. AS-IS; No Other Representations or Warranties. Other than as set forth in Section 4 above, SRI's assignment of the Trademark and Associated IP to ISA is on an "As Is" and "Where Is" basis, without any representations or warranties of any kind. SRI makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Trademark or Associated IP, including, but not limited to, the status of the Trademark with the U.S. Patent and Trademark Office, the value of the Trademark, usability of the Trademark, enforceability or assignability of the Trademark or Associated IP, merchantability or fitness of the Trademark or Associated IP for any particular purpose, or any other matter or thing relating to the Trademark or Associated IP. Without in any way limiting the foregoing, SRI hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any aspect of the Trademark and Associated IP. ISA acknowledges that it has conducted an independent inspection and investigation of the Trademark and Associated IP and all matters relating thereto or affecting the Trademark and Associated IP as ISA has deemed necessary or appropriate, and in proceeding with the acquisition of the Trademark and Associated IP, ISA will accept the Trademark and Associated IP "AS IS, WHERE IS, AND WITH ALL FAULTS."

5. Release by SRI: Subject to receipt of the \$6,000.00 payment, SRI and its officers, directors, shareholders, principals and all other persons or entities claiming through SRI, do hereby fully

and forever release and discharge ISA, as well as its predecessors, successors, assigns, agents, officers, directors, shareholders, employees, corporations, partnerships, partners, associates, attorneys, representatives, past and present, and each of them, from any and all claims, demands and causes of action of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, whether concealed or hidden, which SRI now owns or holds or may hereafter have against ISA, including, without limitation, any matter relating to the Trademark License and the Trademark.

6. Release by ISA: ISA and ISA's officers, directors, shareholders, principals and all other persons or entities claiming through ISA, do hereby fully and forever release and discharge SRI, as well SRI's predecessors, successors, assigns, agents, officers, directors, shareholders, employees, corporations, partnerships, partners, associates, attorneys, representatives, past and present, and each of them, from any and all claims, demands and causes of action of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, whether concealed or hidden, which ISA now owns or holds or may hereafter have against SRI, including, without limitation, any matter relating to the Trademark License and the Trademark.

7. Waiver of the Protections of Civil Code Section 1542: It is a condition hereof, and it is the intention of the parties hereto in executing this Agreement and in giving the releases set forth herein, that the same shall be effective as a bar to each and every claim, demand, and cause of action, relating to the Trademark License and the Trademark; and in furtherance of this specific intention, the parties hereby expressly waive any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

8. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to principles of conflict of laws.

8. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, terms, conditions and representations, written or oral, made by any of the parties or their agents, concerning the matters covered by this Agreement.

9. Successors and Assigns: This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, and each of them, and their respective successors, assigns, heirs, partners, agents, officers, directors, corporations, partnerships, partners, shareholders, representatives, and each of them.

10. Severability: If any provision of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining portions of this Agreement and shall not affect the validity and enforceability of such remaining provisions.

11. Construction: This Agreement has been negotiated at arm's length between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it, is not

