

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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):**

Matt Martha

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

Citizenship (see guidelines) \_\_\_\_\_

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: Restaurants on the Run, Inc.

Internal Address: Suite 200

Street Address: 27432 Aliso Creek Road

City: Aliso Viejo

State: CA

Country: USA Zip: 92656

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship 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)

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

Execution Date(s) March 7, 2012

- 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)

B. Trademark Registration No.(s)

3,239,420

Additional sheet(s) attached?  Yes  No

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

TAKEOUT TECHNOLOGIES, issued May 8, 2007

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

Name: Morland C. Fischer

Internal Address: Suite 1300

Street Address: 2030 Main Street

City: Irvine

State: CA Zip: 92614

Phone Number: (949) 476-0600

Fax Number: (949) 476-0606

Email Address: morlandf@earthlink.net

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

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40

- 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 08-1310

Authorized User Name Morland C. Fischer

**9. Signature:** Morland C. Fischer

Signature

March 12, 2012

Date

Morland C. Fischer

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 (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK

REEL: 004735 FRAME: 0706

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CH \$40.00 081310 323942

Assignment of Service Mark Registration

Matt Martha, an individual and a citizen of the United States residing in Mission Viejo, California (hereinafter referred to as "MARTHA") has adopted, used and is using the service mark TAKEOUT TECHNOLOGIES (hereinafter referred to as "SERVICE MARK") for services in International Class 35. To this end, on May 8, 2007, MARTHA secured from the U. S. Patent and Trademark Office and is the current owner of U.S. Registration No. 3,239,420 (hereinafter referred to as "REGISTRATION").

Restaurants on the Run, Inc, a California corporation, having its principal office located at 27432 Aliso Creek Road, Suite 200, Aliso Viejo, California 92656 (hereinafter referred to as "ROTR") is desirous of acquiring the SERVICE MARK and the REGISTRATION therefor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MARTHA does hereby assign unto ROTR all right, title and interest in and to said REGISTRATION together with the good will of the business symbolized by said SERVICE MARK and the REGISTRATION therefor.

MARTHA expressly covenants that he has the full right to execute this agreement and assign this REGISTRATION to ROTR and that he has not executed and will not execute any agreement in conflict herewith.

MARTHA further covenants that to the best of his knowledge and belief, there is no threatened or actual proceeding involving the SERVICE MARK and REGISTRATION at the Patent and Trademark Office or in the courts and that no decision has been rendered which is adverse to MARTHA'S exclusive ownership of the SERVICE MARK or his right to maintain said REGISTRATION on the Principal Register of the Patent and Trademark Office.

In testimony whereof, MARTHA, hereby enters into and executes this agreement this 7  
day of March, 2012.

  
\_\_\_\_\_  
Matt Martha (MARTHA)

3/7/2012  
\_\_\_\_\_  
Date