

06-03-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100726808

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

MRO 5-19-98

1. Name of conveying party(ies):

RTR, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Faith Stewart-Gordon

Internal Address: _____

Street Address: 160 East 72nd Street

City: New York State: NY ZIP: 10021

Individual(s) citizenship USA
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Indexing

Execution Date: January 4, 1996

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,229,752
1,306,293

Additional numbers attached? Yes No

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

Name: Karl M. Zielaznicki, Esq.

Internal Address: Kane, Dalsimer,
Sullivan, Kurucz, Levy, Eisele
and Richard, LLP

Street Address: 711 Third Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
11-0215

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl M. Zielaznicki [Signature] 5/14/98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 14

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/01/1998 JSMBRZZ 00000009 1229752

01 FC:481 40.00 OP
 02 FC:482 25.00 OP

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

COLLATERAL ASSIGNMENT OF TRADEMARKS

WHEREAS, RTR, LLC ("Grantor"), a New York limited liability company, owns the trademarks and service marks, and registrations and applications thereof listed on Schedule 1 annexed hereto and made a part hereof; and

WHEREAS, Grantor and FAITH STEWART-GORDON ("Secured Party"), an individual having an address at 160 East 72nd Street, 12th Floor, New York, New York 10021, are parties to that certain Trademark Collateral Security Agreement dated as of the date hereof, by and between Grantor and Secured Party (as same may be further amended and in effect from time to time, the "Trademark Security Agreement"); and

WHEREAS, pursuant to the terms of the Trademark Security Agreement, Grantor has granted to Secured Party a security interest in and to all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), to secure the payment and performance of the Obligations (as defined in the Trademark Security Agreement);

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

1. Defined Terms. Unless otherwise defined herein, the following terms shall have the following meanings, unless the context other wise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Licenses" shall mean all franchises, rights and licenses to use any of the Trademarks (as defined herein) for any purpose, which may be granted at any time during the term hereof.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Grantor from time to time with respect to any of the Trademark Collateral (as defined herein), (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral.

"Trademarks" shall mean the trademarks and service marks shown on the attached Schedule A, all other trademarks or service marks which may hereafter be obtained by Grantor which include the name "Russian Tea Room" or any variation thereof, all renewals and

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extensions thereof, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, all whether now owned or hereafter acquired by Grantor.

2. Grantor does hereby grant to Secured Party a continuing security interest in and to the entire right, title and interest of Grantor in, to and under all of the following items or types of property (being herein collectively referred to as "Trademark Collateral"), whether presently existing or hereafter created or acquired:

a. the entire right, title and interest of Grantor in and to the Trademarks, including the registrations and applications appurtenant thereto listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and the goodwill of the business to which each of the Trademarks relates, and

b. all of Grantor's right, title and interest in, to and under the following:

i. all Licenses;

ii. all accounts receivables arising under or relating to each and every License and all contract rights arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and,

iii. to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Trademark Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the

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Trademark Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Collateral Assignment of Trademarks to be duly executed by its duly authorized officer thereunto as of the 4th day of January, 1996.

RTR, LLC

By: 

Name: Alan Garmise
Member

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ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 4th day of January, 1996 before me personally appeared Alan Carmise to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as member of RTR, LLC, who being by me duly sworn, did depose and say that he is a Member of RTR, LLC, the limited liability company described in and which executed the foregoing instrument; that he was authorized to executed said instrument on behalf of said limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Jacqueline Heitner
Notary Public
{Seal}

JACQUELINE I. HEITNER
Notary Public, State of New York
No. 41-487220
Qualified in Queens County
Commission Expires September 24, 1996

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SCHEDULE J

TRADEMARKS AND INTANGIBLE ASSETS

1. Trademarks, Tradenames, Service Marks:

Trademarks

The Russian Tea Room - For Matches	Reg. No. 1,261,105
The Russian Tea Room -Preparation and Serving for Food and Beverages	Reg. No. 1,305,837
The Russian Tea Room - For Sugar	Reg. No. 1,291,406
The Russian Tea Room -For Open Top Paper Bags and Canvas Bags	Reg. No. 1,305,839
Flying Bird and Passenger	Reg. No. 1,305,840
Flying Bird and Passenger	Reg. No. 1,036,293
RTR and Design	Reg. No. 1,260,020
RTR and Design	Reg. No. 1,254,528
RTR and Design	Reg. No. 1,262,735
Killorglin - For Smoked Salmon	Reg. No. 1,346,514
Tobermary - For Smoked Salmon	Reg. No. 1,319,607

Service Marks

Russian Tea Room	Reg. No. 1,005,631
"Six Minutes and Twenty-Three Seconds from Lincoln Center and Slightly to the Left of Carnegie Hall"	Reg. No. 1,386,316

2. Permits, licenses, franchises, other intangible assets: NONE

RECORDED: 01/31/1996

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RECORDED: 05/19/1998

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