

MRD

01-19-1999

TR SHEET  
ONLY

Tab 58/105 of 10

1-19-99



To the Honorable Commissioner

100877993

of the attached original documents or copy thereof

1. Name of conveying party(ies):

RTR, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other New York Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Confirmatory Assignment
- Merger
- Change of Name

Execution Date: May 4, 1998

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

Name: Russian Tea Room Realty LLC

Internal Address: \_\_\_\_\_

Street Address: 1995 Broadway

City: New York State: NY ZIP: 10019

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Delaware Limited Liability Company

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Schedule A attached

Additional numbers attached?  Yes  No

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

Name: David H. T. Kane

Internal Address: Kane, Dalsimer, Sullivan,

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: \_\_\_\_\_

14

7. Total fee (37 CFR 3.41):..... \$ 365

Enclosed

Authorized to be charged to deposit account

change 365.00  
change 120.00

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.

DAVID H. T. KANE

Name of Person Signing

David H. Kane

Signature

15 Jun 99

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

5

**SCHEDULE A**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
RUSSIAN TEA ROOM	1,005,631	February 25, 1975
THE RUSSIAN TEA ROOM	1,229,752	March 8, 1983
RTR and Design	1,254,528	October 18, 1983
RTR and Design	1,260,020	December 6, 1983
THE RUSSIAN TEA ROOM	1,261,105	December 13, 1983
RTR and Design	1,262,735	December 27, 1983
THE RUSSIAN TEA ROOM	1,291,406	August 21, 1984
THE SCOTT BLUE BOOK	1,305,837	November 20, 1984
The Russian Tea Room	1,305,839	November 20, 1984
Flying Bird and Passenger	1,305,840	November 20, 1984
THE RUSSIAN TEA ROOM and design	1,306,293	November 20, 1984
TOBERMARY	1,319,607	February 12, 1985
KILLORGLIN	1,346,514	July 2, 1985
"6 Minutes and 23 Seconds from Lincoln Center and Slightly to the Left of Carnegie Hall"	1,386,316	March 11, 1986

## CONFIRMATORY ASSIGNMENT

WHEREAS, RTR, LLC, a limited liability company of the State of New York, having a place of business at 1995 Broadway, New York, New York 10019 (hereinafter called the "Assignor"), was the owner of the trademarks and service marks listed on Schedule A annexed to this Assignment, each of which has been registered in the United States Patent and Trademark Office, under the Registration Numbers listed on the annexed Schedule A and are hereinafter referred to as "the said marks"; and

WHEREAS, Russian Tea Room Realty LLC, a limited liability company of the State of Delaware, having a place of business at 1995 Broadway, New York, New York 10019 (hereinafter called the "Assignee") desired to acquire the entire right, title and interest in and to the said marks and the registrations therefor, together with that part of the goodwill of the business connected with the use of and symbolized by the said marks; and

WHEREAS, Assignor has heretofore sold, assigned and transferred to Assignee its entire right, title and interest in and to the said marks and said registrations therefor, together with that part of the goodwill of the business connected with the use of and symbolized by the said marks; and

WHEREAS, Assignee desires this Confirmatory Assignment for the purpose of recording its ownership of the said marks and registrations therefor at the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, already received and hereby acknowledged, said Assignor does hereby confirm unto said Assignee that Assignor has transferred and assigned all rights, title and interest in and to the said marks and the registrations therefor, together with that part of the goodwill of its business connected with the use of and

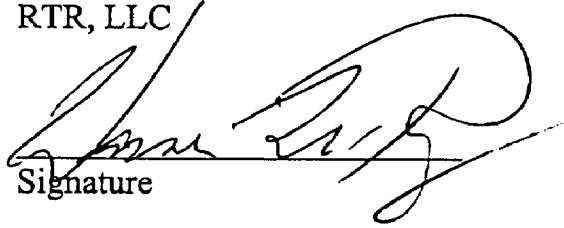
symbolized by the said marks, as well as the right to sue for past infringements thereof.

IN WITNESS WHEREOF, the said Assignor caused this Confirmatory Assignment to be executed by its duly authorized officer, as of the said date indicated below.

Dated: New York, New York

May 4, 1998

RTR, LLC

  
Signature

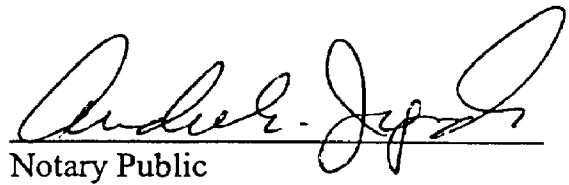
Warner LeRoy  
Print or Type Name

Manager  
Print or Type Title

STATE OF NEW YORK )  
:  
COUNTY OF NEW YORK )

On this 4th day of May, 1998, before me Andrew L. Jagoda a Notary Public, personally appeared Warner LeRoy, who acknowledged himself/herself to be the Manager of RTR, LLC, a limited liability company, and that he/she as the Manager being authorized to do so, executed the above Confirmatory Assignment for the purpose therein contained by signing the name of the company by himself/herself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

ANDREW L. JAGODA  
Notary Public, State of New York  
No. 02JA5041537  
Qualified in Westchester County  
Commission Expires 4/13 1999