

10-08-1998



RECEIVED

100846348

1998 OCT -5 PM 2:39

RECORDATION FORM COVER SHEET INANCE
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
9/24/98

Conveying Party

Mark if additional names of conveying parties attached

Name Fruit Of The Loom, Inc.

Execution Date
Month Day Year
9/24/98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Twin Palms Restaurant Corp.

OBA/AKATA _____

Composed of _____

Address (line 1) 101 West Green Street

Address (line 2) _____

Address (line 3) Pasadena

California

91105

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/07/1998 SSMITH 00000098 1182251

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1796 FRAME: 0310

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,182,251"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

DeAnne H. Ozaki

Name of Person Signing

Signature

10/2/98

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, FRUIT OF THE LOOM, INC., a New York corporation with an address at One Fruit of The Loom Drive, P.O. Box 90015, Bowling Green, Kentucky 42102-9015 ("Assignor"), owns all right, title and interest in and to the "UPPERCUTS" trademark for men's and boy's shirts, including knit crew neck shirts and tank tops, and U.S. Registration Number 1,182,251 (collectively, the "Mark"), together with the goodwill of the business associated therewith.

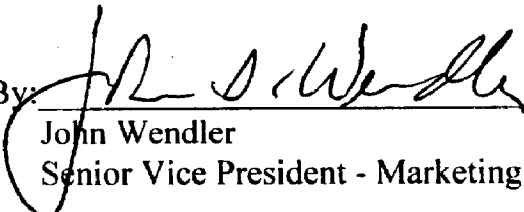
WHEREAS, TWIN PALMS RESTAURANT CORP., a California corporation with an address at 101 West Green Street, Pasadena, California 91105 ("Assignee") is desirous of acquiring, and Assignor is desirous of transferring, the entire right, title, and interest in and to the Mark, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and Assignee's successors and assigns, without recourse, Assignor's entire right, title, and interest in and to the Mark, together with the goodwill of the business associated therewith, all common law and statutory right, title and interest in the Mark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Mark. Assignor hereby authorizes Assignee, and its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for trademark registration in the United States and in foreign countries in connection with the Mark, and to secure in its own name the registrations granted thereon. Assignor also hereby appoints Assignee as its agent to act in Assignor's name and on Assignor's behalf to take any action necessary to effect the transfer of any of the Mark to Assignee, or prosecute or otherwise enforce any claims, rights or benefits relating to the Mark.

Assignor hereby represents and warrants that it owns the Mark, that there are no subsisting assignments, liens, security interests, restrictions, claims or encumbrances with respect to the Mark, and that it has full power and authority to enter into and perform this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment effective as of September 24, 1998.

FRUIT OF THE LOOM, INC.

By: 
John Wendler
Senior Vice President - Marketing