

02-11-2000



Attorney Docket No. 77753-71786

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

<p>1. Name of conveying party(ies) Entertainment Group, Inc.</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: Corporation -- Panama</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Royale Entertainment, Inc.</p> <p>Internal Address: Street Address: P.O. Box 30592 S.M. Cayside, 2nd Floor</p> <p>City/State/Zip: George Town, Grand Cayman Cayman Islands, British West Indies</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other: Corporation - Cayman Islands, British West Indies</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>January 28, 1999</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark Registration No.(s): 1,624,173 1,694,988 1,719,639 1,719,640</p> <p><input type="checkbox"/> Mark if additional numbers attached</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Kristin Jordan Harkins Locke Liddell & Sapp LLP 2200 Ross Avenue, Suite 2200 Dallas, Texas 75201-6776</p>	<p>6. Total number of applications and registration involved: 4</p> <p>7. Total fee (37 CFR 3.41) \$ 160.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Any deficiencies or overpayments are authorized to be charged to or credited to deposit account</p> <p>8. Deposit Account Number: <u>12-1781</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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.

Kristin Jordan Harkins
Name of Person Signing

Kristin Jordan Harkins
Signature

January 10, 2000
Date

Total number of pages including cover sheet, attachments and amendments: 8

02/10/2000 DNGUYEN 00000130 1624173

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Reg. No. Ref: 02/10/2000 DNGUYEN 0000155200
Date: 12/17/01 Name/Number: 0084173 \$45.00 CR
FC: 704

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into as of the last date of execution by the parties ASSIGNMENT hereto (the "effective Date") is by and between, ENTERTAINMENT GROUP, INC., a corporation duly organized and existing under the laws of panama, -l- and having a principal place of business at Calle 52, No. 17 Bella vista, Panama I Republic of Panama ("ENTERTAINMENT GROUP, INC"). And (ROYALE ENTERTAINMENT, INC.) A corporation duly organized and existing under the laws of the Cayman Islands, BWI. And having a principal place of business at P.O. Box 30592 S.M.B Cayside, 2nd floor, George Town, Grand Cayman, Cayman Islands BWI ("ROYALE ENTERTAINMENT, INC.").

WHEREAS, ENTERTAINMENT GROUP, INC., is the owner, by assignment of United States service mark registration covering the mark CABARET ROYALE for restaurant and cabaret services, issued by the United States Patent and Trademark Office and all common law rights pertaining thereto in the United states and throughout the world, said Registration and ENTERTAINMENT GROUP, INC.'s rights therein being hereinafter referred to as "CABARET ROYALE Mark and Registration" as per "Exhibit "A".

WHEREAS, ROYALE ENTERTAINMENT, INC.. is desirous of obtaining ENTERTAINMENT GROUP, /INC.'s entire right, title and interest in and to said CABARET ROYALE Mark and Registration.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, and for other good and valuable consideration, receipt of which are hereby acknowledged, ENTERTAINMENT GROUP, INC., hereby sells, assigns and transfers to ROYALE ENTERTAINMENT, INC., its successors, and its assigns, ENTERTAINMENT GROUP, INC.'s entire rights, title and interest in and to, and to the use of, the CABARET ROYALE Mark, including, but not limited to, all rights in United States Service Mark Registration (Exhibit A) and further including all rights to file additional United states trademark and service mark applications therefor, all rights to the registrations to issue thereon and all rights to the renewals thereof, together with entire goodwill of the business symbolized

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by the CABARET ROYALE; all rights, interests and obligations running toward, in favor of, or granted to ENTERTAINMENT GROUP, INC., under any agreement or other arrangement entered into prior hereto by ENTERTAINMENT GROUP, INC., or any of its predecessors in title; and any and all claims and demands ENTERTAINMENT GROUP, INC., or its predecessors may have, at law or in equity, whether presently known or unknown, accrued or to accrue, arising out of past or present infringements of the CABARET ROYALE Mark including the right to recover damages and compensation. Such right, title and interest in and to the CABARET ROYALE Mark and registration shall be enjoyed by ROYALE ENTERTAINMENT, INC., its successors and assigns, as fully and entirely as the same would have been held by ENTERTAINMENT GROUP, INC., if this assignment and sale would not have been made.

ENTERTAINMENT GROUP, INC., further hereby sells and assigns to ROYALE ENTERTAINMENT, INC., its successors and assigns, its foreign rights to the CABARET ROYALE Mark in all trademark/service mark granting countries of the world, including the right to file applications or obtain trademark and service mark registrations in its own name in said countries under the terms of the Paris Convention for the Protection of Intellectual Property, together with all of ENTERTAINMENT GROUP, INC.'s rights of priority and all other rights under any and all international agreements to which the United States adheres. ENTERTAINMENT GROUP, INC., hereby authorizes and requests any official, whose duty it is to issue in any country trademark and/or service mark registrations, to issue trademark and/or service mark registrations to ROYALE ENTERTAINMENT, INC., or its nominees, successors or assigns, as ROYALE ENTERTAINMENT, INC., May from time to time request.

ENTERTAINMENT GROUP, INC., further agrees that, upon request and without further compensation, but at no expense to ENTERTAINMENT GROUP, INC., it and its legal representatives and assigns will do all lawful acts, including the execution of papers and the

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giving of testimony, that may be necessary and desirable for obtaining, sustaining, renewing or enforcing the CABARET ROYALE Mark and Registration in the United States and throughout the world, and for perfecting, recording or maintaining title of ROYALE ENTERTAINMENT, INC., its successors and assigns, to the CABARET ROYALE Mark and Registration, and any other application filed or registration granted for said mark in the United States and throughout the world.

Upon execution of this Agreement, ENTERTAINMENT GROUP, INC., shall provide to ROYALE ENTERTAINMENT, INC., any and all documentation in its possession relating to the adoption, use, registration, assignment and license of the CABARET ROYALE Mark and Registration, by ENTERTAINMENT GROUP, INC., and its predecessors-in-interest, including but not limited to, any and all documentation relating to any claim challenging ENTERTAINMENT GROUP, INC.'s ownership, use, registration, or assignment of the CABARET ROYALE Mark and Assignment (the "CABARET ROYALE Documentation").

NOW, THEREFORE, in consideration of the sum of one hundred dollars (\$100.00) and good and valuable consideration, ROYALE ENTERTAINMENT, INC., agrees to pay ENTERTAINMENT GROUP, INC., within 30 days of the Effective Date of this Agreement or ROYALE ENTERTAINMENT, INC., receipt of the CABARET ROYALE Documentation, whichever date is later.

ENTERTAINMENT GROUP, INC., hereby covenants and warrants that the rights and property herein conveyed are free and clear of any encumbrances, and that ENTERTAINMENT GROUP, INC., has full right to convey the entire interest herein assigned.. further represents that it owns the rights conveyed hereunder, that it has not previously sold, assigned or otherwise transferred any interest in the CABARET ROYALE Mark and Registration, that it is not aware of any current or prior claims against the CABARET ROYALE Mark, or against Registration and that it has not executed and will not at any time in the future execute any agreement in conflict herewith.

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ENTERTAINMENT GROUP, INC., shall defend, indemnify and hold harmless ROYALE ENTERTAINMENT, INC., its successors, assigns, subsidiaries and parent corporations, from and against any and all loss, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, trademark, copyright or other proprietary rights infringement, or otherwise), including legal, accounting and expert witness fees and expenses, of whatever kind and nature arising out of or on account of, or resulting from ENTERTAINMENT GROUP, INC., default in the performance of or breach of any warranty, representation, agreement or covenant of this Agreement ("ENTERTAINMENT GROUP, INC., Breach"); or any allegation or claim by any third party with respect to any act or omission or alleged act or omission constituting (or which, if true, would constitute) an ROYALE ENTERTAINMENT, INC., Breach.

Each of the undersigned hereby acknowledge and represents on behalf of their respective companies that he has read this Agreement and consulted with his respective attorneys concerning the contents and consequences of this Agreement, that the Agreement is being executed solely in reliance on his judgement, belief and knowledge of the matters set forth herein and on the advice of his respective attorneys, that the terms and conditions of the Agreement contain the entire agreement between the parties, and that he has taken all actions and obtained all authorization, consents and approvals as are conditions precedent to his authority to execute this Agreement.

In the event of any action or proceeding regarding this Agreement, the prevailing party, in addition to all of the legal or equitable remedies possessed, shall be entitled to be reimbursed for all costs and expenses, including attorney's fees, incurred by reason of such action or proceedings. The exclusive forum for any litigation arising under this Agreement is agreed to be in CAYMAN ISLANDS. ENTERTAINMENT GROUP, INC., shall waive any challenge to the Federal Court's jurisdiction over ENTERTAINMENT GROUP, INC., Should ROYALE ENTERTAINMENT, INC., bring any action against ENTERTAINMENT GROUP INC., for breach of this Agreement.

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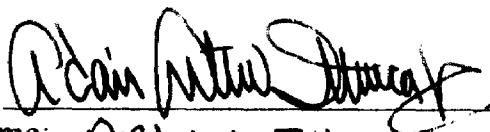
This Agreement constitutes the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiation, proposed agreements and agreements, written or oral. Each of the parties to this Agreement, nor any agent or attorney of any such party, has made any promise, representation or warranty whatever, express or implied, not contained in this Agreement, to induce him or her to execute this Agreement. Each of the parties further acknowledges that he or she is not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.

This Agreement shall in all respects be interpreted, enforced and governed by the laws of Panama.

This Agreement may be executed in counterparts, which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Executed this 28th day of January, 1999 at
Panama, City, Panama

ENTERTAINMENT GROUP, INC.,

By 
Name: Arturo Illueca
Title: V. President

Executed this 11TH day of FEBRUARY, 1999 at

GRAND CAYMAN, CAYMAN ISLANDS

ROYALE ENTERTAINMENT, INC.,

By 
Name: COMPANY DIRECTORS LTD.
Title: Director

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EXHIBIT A

<u>Trademark</u>	<u>Date Issued</u>	<u>Registration Number</u>
CABARET ROYALE	November 20, 1990	1,624,173
CABARET ROYALE	June 16, 1992	1,694,988
R (LOGO) (Restaurant)	September 22, 1992	1,719,639
R (LOGO) (Entertainment)	September 22, 1992	1,719,640
R (LOGO) Mexico	December 22, 1992	443901
CABARET ROYALE & logo United Kingdom	June 6, 1994	1502477

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