



# EXHIBIT A

## RECORDATION FORM COVER SHEET

Conveying Party: AAI Investment, Inc., a corporation of the state of Florida  
Receiving Party: Entertainment Group, Inc., a corporation of the Republic of Panama

### U.S. Trademark Registrations:

1624173  
1694988  
1719639  
1719640

### 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 AAI INVESTMENT, INC., a corporation duly organized and existing under the laws of Florida, and having a principal place of business at 782 NW Lejeune Road, Suite 200, Miami, Florida 33126 ("AAI INVESTMENT, INC") and ENTERTAINMENT GROUP, INC., a corporation duly organized and existing under the laws of panama.-1- and having a principal place of business at Calle 52, No. 17 Bella vista, Panama 1 Republic of Panama ("ENTERTAINMENT GROUP, INC").

WHEREAS, AAI INVESTMENT, 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 AAI INVESTMENT, INC.'s rights therein being hereinafter referred to as "CABARET ROYALE Mark and Registration" as per "Exhibit "A".

WHEREAS, ENTERTAINMENT GROUP, INC. is desirous of obtaining AAI INVESTMENT, 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, AAI INVESTMENT, INC., hereby sells, assigns and transfers to ENTERTAINMENT GROUP, INC., its successors, and its assigns, AAI INVESTMENT, 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 by

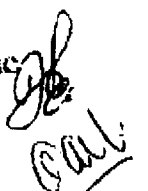
TRADEMARK

REEL: 002302 FRAME: 0518

the CABARET ROYALE; all rights, interests and obligations running toward, in favor of, or granted to AAI INVESTMENT, INC., under any agreement or other arrangement entered into prior hereto by AAI INVESTMENT, INC., or any of its predecessors in title; and any and all claims and demands AAI INVESTMENT, 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 ENTERTAINMENT GROUP, INC., its successors and assigns, as fully and entirely as the same would have been held by AAI INVESTMENT, INC., if this assignment and sale would not have been made.

AAI INVESTMENT, INC., further hereby sells and assigns to ENTERTAINMENT GROUP, 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 AAI INVESTMENT INC.'s rights of priority and all other rights under any and all international agreements to which the United States adheres. AAI INVESTMENT, 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 ENTERTAINMENT GROUP, INC., or its nominees, successors or assigns, as ENTERTAINMENT GROUP, INC., May from time to time request.

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

Handwritten signature and initials, possibly "AAI" or similar, in the bottom right corner.

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 ENTERTAINMENT GROUP, 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, AAI INVESTMENT, INC., shall provide to ENTERTAINMENT GROUP, 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 AAI INVESTMENT, INC., and its predecessors-in-interest, including but not limited to, any and all documentation relating to any claim challenging AAI INVESTMENT, 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, ENTERTAINMENT GROUP, INC., agrees to pay AAI INVESTMENT, INC., within 30 days of the Effective Date of this Agreement or ENTERTAINMENT GROUP, INC., receipt of the CABARET ROYALE Documentation, whichever date is later.

AAI INVESTMENT, INC., hereby covenants and warrants that the rights and property herein conveyed are free and clear of any encumbrances, and that AAI INVESTMENT, 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.



AAI INVESTMENT, INC., shall defend, indemnify and hold harmless ENTERTAINMENT GROUP, 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 AAI INVESTMENT, INC., default in the performance of or breach of any warranty, representation, agreement or covenant of this Agreement ("AAI INVESTMENT, 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 AAI INVESTMENT, 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 Panama AAI INVESTMENT, INC., shall waive any challenge to the Federal Court's jurisdiction over AAI INVESTMENT, INC., Should ENTERTAINMENT GROUP, INC., bring any action against AAI INVESTMENT, INC., for breach of this Agreement.




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.

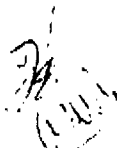
This Agreement shall in all respects be interpreted, enforced and governed by the laws of Panama.

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 8<sup>th</sup> day of October, 1997 at  
Panama, Republic of Panama


AAI INVESTMENT, INC.,

By   
Name: Francisco Escobar  
Title: President



Executed this 7 day of OCTOBER, 1997 at  
Panama, Republic of Panama

ENTERTAINMENT GROUP, INC.,

By   
Name: Arturo Illueca Herrando  
Title: President



**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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