

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 8/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

RUSSIAN TEA ROOM REALTY LLC

- Individual(s)
- General Partnership
- Other DELAWARE LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 11/18/2002

2. Name and address of receiving party(ies)

Name: UNITED STATES GOI F ASSOCIATION

Internal

Address:

Street Address: 77 LIBERTY CORNER ROAD

City: FAR HILLS State: NY Zip: 07931

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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

1,005,631

Additional number(s) attached  Yes  No

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

Name: MICHAEL K. CANTWELL

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

WILLKIE FARR & GALLAGHER

Street Address: 787 SEVENTH AVENUE

City: NEW YORK State: NY Zip: 10019

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

8. Deposit account number:

23-2405

DO NOT USE THIS SPACE

9. Signature.

MICHAEL K. CANTWELL

Name of Person Signing

  
Signature

05/14/2003

Date

6

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

RECORDATION FORM COVER SHEET  
CONTINUATION OF ITEM 4

**Additional Trademark Registration Nos.:**

1,229,752

1,254,528

1,260,020

1,261,105

1,262,735

1,291,406

1,305,837

1,305,839

1,305,840

1,306,293

1,319,607

1,346,514

1,386,316

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, Russian Tea Room Realty LLC, a limited liability company of the State of Delaware, having a place of business located at 1995 Broadway, 18<sup>th</sup> Floor, New York, New York 10023 (hereafter referred to as "Assignor"), and The United States Golf Association Foundation, Inc., a not-for-profit corporation incorporated in the State of New York, having a place of business located at 77 Liberty Corner Road, Far Hills, New Jersey 07931 (hereafter referred to as "Purchaser"), have entered into that certain Purchase and Sale Agreement, dated as of September 13, 2002, as amended by that certain First Amendment of Purchase and Sale Agreement dated as of October 25, 2002 (the "Purchase and Sale Agreement"), in which Assignor has agreed to sell and Purchaser has agreed to purchase Assignor's rights in certain Property (as defined in the Purchase and Sale Agreement), including the Marks (as hereinafter defined); and

WHEREAS, United States Golf Association, a Delaware corporation having a place of business at 77 Liberty Corner Road, Far Hills, New Jersey 07931 (hereafter referred to as "Assignee"), and Purchaser have entered into that certain Partial Assignment and Assumption of Purchase and Sale Agreement, dated as of November 18, 2002 (the "Assumption Agreement") and, collectively with the Purchase and Sale Agreement, the "Agreement"), transferring certain of Purchaser's rights in the Purchase and Sale Agreement to Assignee; and

WHEREAS, Purchaser, Assignor and Assignee now desire to carry out the intent and purpose of the Agreement by the execution and delivery of this instrument evidencing the sale, transfer and assignment to Assignee of all Assignor's right, title and interest in, to and under the trademarks and service marks and registrations therefor set forth on Schedule A annexed hereto and made an integral part hereof (hereinafter referred to as the "Marks");

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee all Assignor's right, title and interest in and to the Marks in the United States, together with the goodwill of the business connected with the use of and symbolized by the Marks, and the right to renew the trademark and service mark registrations, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past infringement of said Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

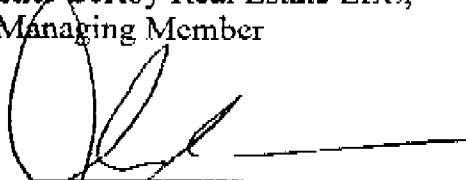
Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor will take, or cause to be taken, at Assignee's expense, all such other and further action as may reasonably be required by Assignee in order to effect the assignment effectuated by the Agreements.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks and Service Marks to be executed by an officer thereto duly authorized, as of this 18th day of November, 2002.

RUSSIAN TEA ROOM REALTY LLC

By: Warner LeRoy Real Estate LLC,  
its Managing Member

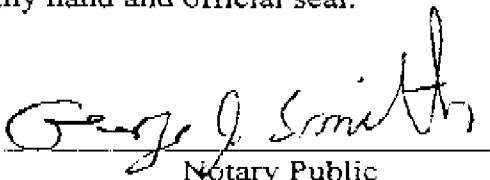


By: \_\_\_\_\_  
Name: Alan Garmise  
Title: Vice President

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

On the 15<sup>th</sup> day of November in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Alan Garmise, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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



Notary Public  
GEORGE J. SMITH  
Notary Public, State of New York  
No. 01000017873  
New York County  
Commission Expires Dec. 21, 2002

AGREED AND ACKNOWLEDGED

UNITED STATES GOLF ASSOCIATION

By:   
Name: Eric Gleacher  
Title: