

01-29-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102351244

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



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

1. Name of conveying party(ies):
Fleming Trust

1-28-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Trust
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective Assignment, Reel 002591,
- Merger
- Change of Name

Execution Date: 09-11-2002 Frame 0564

2. Name and address of receiving party(ies)

Name: Cambria-Adara Properties, LLC

Internal

Address:

Street Address: 12260 Nacogdoches, Suite 102

City: San Antonio State: TX Zip: 78217

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

OFFICE OF PUBLIC RECORDS
700 JUN 28 PM 12: 27
FINANCE SECTION

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,684,089;

1,670,691; 1,671,396; 1,988,503;

Additional number(s) attached Yes No

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

Name: Michelle L. Evans

Internal Address: _____

Street Address: 700 N. St. Mary's Street,

Suite 1500

City: San Antonio State: TX Zip: 78205

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41)\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500808

DO NOT USE THIS SPACE

9. Signature.

Michelle L. Evans

Michelle L. Evans 1/22/03

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

01/28/2003 DBYRNE 00000141 500808 1684089
01 FC:852 Michelle L. Evans 40.00 DP
02 FC:852 12570000 Person Signing

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

TRADEMARK
REEL: 002661 FRAME: 0003

RECORDATION FORM COVER SHEET

Continuation of Item No. 4, Part B:

2,160,241; and
2,445,320



RECORDATION FOR COVER SHEET

Continuation of Item No. 4, Part B:

2,160,241; and
2,445,320

TRADEMARK ASSIGNMENT

WHEREAS, Fleming Trust, a U.S. Virgin Islands Trust, ("Assignor"), owns all right, title and interest in the following trademarks:

Mark	Registration No.	Issue Date
HONDO'S	1,684,089	April 21, 1992
WILD WEST	1,670,691	December 31, 1991
MIDNIGHT RODEO	1,671,396	January 7, 1992
TEJANO WEST	1,988,503	July 23, 1996
BUMPERS SPORTS BAR & GRILL & Design	2,160,241	May 26, 1998
Dance Floor Design	2,445,320	April 17, 2001

WHEREAS, Cambrie-Adara Properties, LLC, a Texas limited liability company, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the same service mark;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark, **together with all the goodwill of the business connected therewith**, and all trademarks of the United States which may be granted thereon and all renewals thereof; and all forms of industrial property protection, including, without limitation, trademarks which may be granted for said mark in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and any and all causes of action for infringement thereof that may have accrued heretofore to Assignor;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademark or other evidence or forms of trademark protection, to issue the same to the said ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.