

02-25-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings ⇨ ⇨ ⇨ ▼

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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):

2-19-03

Russian Tea Room Realty, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC
- 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: November 15, 2002

2. Name and address of receiving party(ies)

Name: United States Golf Association

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

Street Address: 77 Liberty Corner Rd.

City: Far Hills State: NJ Zip: 07931

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware not for profit
- 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)

See Exhibit A

Additional number(s) attached  Yes  No

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

Name: Matthew Marcus

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

United States Golf Association  
Street Address: 77 Liberty Corner Rd.

City: Far Hills State: NJ Zip: 07931

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$ 390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

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.

Romaney Berson  
Name of Person Signing

Romaney Berson  
Signature

2/19/03  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

02/24/2003 6TON11 00000097 0982081

01 FC:8521  
02 FC:8522

40.00 DP  
350.00 DP

TRADEMARK  
REEL: 002676 FRAME: 0887

**SCHEDULE A**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
RTR and DESIGN	0,982,081	April 9, 1974
RUSSIAN TEA ROOM	1,005,631	February 25, 1975
THE RUSSIAN TEE ROOM	1,229,752	March 8, 1983
RTR and DESIGN	1,254,582	October 18, 1983
RTR and DESIGN	1,260,020	December 6, 1983
THE RUSSIAN TEA ROOM	1,261,105	December 13, 1983
RTR and DESIGN	1,262,735	December 27, 1983
THE RUSSIAN TEA ROOM	1,291,406	August 21, 1984
THE SCOTT BLUE BOOK	1,305,837	November 20, 1984
The Russian Tea Room	1,305,839	November 20, 1984
Flying Bird and Passenger	1,305,840	November 20, 1984
THE RUSSIAN TEA ROOM and design	1,306,293	November 20, 1984
TOBERMARY	1,319,607	February 12, 1985
KILLORGLIN	1,346,514	July 2, 1985
"6 Minutes and 23 Seconds from Lincoln Center and Slightly to the Left of Carnegie Hall"	1,368,316	March 11, 1986

## 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.



AGREED AND ACKNOWLEDGED

UNITED STATES GOLF ASSOCIATION

By: \_\_\_\_\_



Name: Eric Gleacher

Title:

P  
Q  
R  
S