

11-18-2003

Form PTO-1594 (Rev. 03/01) 11/2003  
OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Cucina! Cucina!, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- Washington

Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name

Other

Execution Date: June 11, 2002

2. Name and address of receiving party(ies)

Name: Cucina Holdings LLC

Internal  
Address: Suite 100

Street Address: c/o Wolfgang Puck Worldwide, Inc. 100 North Crescent Drive

City: Beverly Hills State: CA Zip: 90210

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

Other a Washington 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

2003 NOV 12 AM 9:01  
OPR/FINANCE

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,555,271

See attached Schedule A

Additional number(s) attached  Yes  No

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

Name Anna M. Graves, Esq.

Internal Address Suite 2800

Pillsbury Winthrop LLP

Street Address: 725 South Figueroa Street

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: .....7

7. Total fee (37 CFR 3.41).....\$190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

16-1805

(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.

Anna M. Graves

Name of Person Signing

Signature

11/7/03

Date

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

11/17/2003 LUMELLER 00000036 1555271

01 FC:0521  
02 FC:0522

40.00 OP  
150.00 OP

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

20472545V1

TRADEMARK  
REEL: 002865 FRAME: 0114

SCHEDULE A

Assignor: Cucina! Cucina!, Inc., a Washington corporation

Assignee: Cucina Holdings LLC, a Washington limited liability company

U.S. TRADEMARKS:

<b>REG. NO.</b>	<b>MARK</b>
1. 1,555,271	CUCINA! CUCINA! ITALIAN CAFÉ & DESIGN
2. 1,657,717	CUCINA! CUCINA! ITALIAN CAFE
3. 2,050,386	CUCINA! CUCINA! ITALIAN CAFE
4. 1,867,388	CUCINA! PRESTO!
5. 1,907,768	CUCINA! CHARLIE
6. 1,912,030	CUCINA! CHARLIE & DESIGN
7. 2,126,923	CUCINA! PRESTO! & DESIGN

## TRADEMARK/PROPRIETARY RIGHTS ASSIGNMENT

This Trademark/Proprietary Rights Assignment ("*Assignment*") is made and entered into as of this 11th day of June 2002, by and between Cucina! Cucina!, Inc., a Washington corporation (the "*Assignor*"), and Cucina Holdings LLC, a Washington limited liability company (the "*Assignee*"). The Assignor and the Assignee are parties to that certain Contribution Agreement dated June 11, 2002 (the "*Contribution Agreement*"). Capitalized terms used without definitions in this Assignment will have the same meanings ascribed to such terms in the Contribution Agreement. This Assignment is being made and entered into pursuant to the Contribution Agreement.

### RECITALS

WHEREAS, Assignor owns certain intangible assets, intellectual property, and other proprietary rights listed and described in *Appendix 1* attached hereto (collectively, the "*Works*"); and

WHEREAS, in connection with the signing of the Contribution Agreement, Assignor and Assignee desire to transfer all right, title, and interest in and to the Works from Assignor to Assignee.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Rights by Assignor. Assignor hereby assigns, transfers, and conveys to Assignee, its successors, transferees, and assignees, all of Assignor's right, title, and interest, including, without limitation, common law rights, under the laws of the United States and all other jurisdictions worldwide in and to each of the Works, including, without limitation, all rights of registration, publication, rights to create derivative works, and all other rights which are incident to Assignor's ownership, together with all claims for damages by reason of past, present, and future infringement of each of the Works, with the right to sue for, and collect, the same for Assignee's own use and benefit.
2. Moral Rights; Further Assurances. Assignor hereby waives and agrees not to assert or exercise any moral rights, including, without limitation, rights of attribution, integrity, and disclosure, in the Works. Assignor, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof, it will cooperate with Assignee to execute and deliver such other documents and instruments and to do such further acts and things as from time to time may be reasonably requested by Assignee to perfect, register, and enforce Assignee's ownership of any such rights. Assignor hereby appoints Assignee as Assignor's attorney-in-fact (this appointment being irrevocable and coupled with an interest) to execute such documents on its behalf.
3. Retained License for Rights in "Cucina! Cucina! Chopped Salad" Name. Assignee hereby grants Assignor or any of its affiliates, including Gretchen's of Schwartz, the

non-exclusive license and right to continue to use the name "Cucina! Cucina! Chopped Salad" on its menu, product labels, and other merchandising and advertising media. The license to use the name will expire at the later date of the date Assignee notifies Assignor of the termination hereof or December 31, 2002. The Assignor and its affiliates, including Gretchen's of Schwartz, shall defend, indemnify, and hold harmless the Assignee from any claims arising from the use by Assignor or any of its affiliates, including Gretchen's of Schwartz, of the product name.

4. Effect of Assignment. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provisions of the Contribution Agreement or affect or modify any of the rights or obligations of the parties under the Contribution Agreement. In the event of any conflict between the provisions hereof and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement will govern and control.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*



**CUCINA HOLDINGS LLC**

a Washington limited liability company

By: CUCINA! CUCINA!, INC.

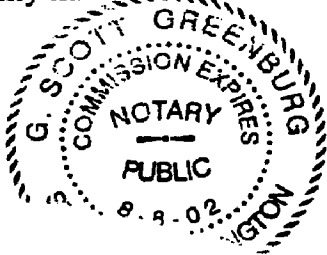
Its: Sole Member and Manager

By: William A. Schwartz  
William A. Schwartz  
Its: Chairman

State of Washington )  
                                  ) SS:  
County of King )

On this 11 day of June 2002, before me, G. Scott Greenburg, a Notary Public in and for the state of Washington, personally appeared William A. Schwartz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



G. Scott Greenburg  
Notary Public  
Residing at: Seattle  
My Commission Expires: 8-8-02

**APPENDIX 1**  
**"WORKS"**

**The Following is a list of all of the intangible assets, intellectual property, and other proprietary rights (the "Works") that Cucina! Cucina!, Inc. is assigning to its wholly owned subsidiary Cucina Holdings LLC. The Works being assigned to Cucina Holdings LLC includes all of Works listed below and all of the goodwill associated therewith.**

1. **"CUCINA! CUCINA! ITALIAN CAFE"** – logo design, for use in restaurant and lounge services; U.S. Trademark Registration No. 1,555,271, registered 9/5/89, amended 11/19/96, International Class 42
2. **"CUCINA! CUCINA! ITALIAN CAFE"** – word mark, for use in restaurant and lounge services; U.S. Trademark Registration No. 1,657,717, registered 9/17/91, International Class 42
3. **"CUCINA! CUCINA! ITALIAN CAFE"** – word mark, for use on/with clothing and prepared food products; U.S. Trademark Registration No. 2,050,386, registered 4/8/97, International Class 30; section 8 and 15 affidavits must be filed with the USPTO between 4/8/02 and 4/7/03
4. **"CUCINA! PRESTO!"** – word mark, for use in restaurant, snack bar, coffee bar, and carryout food and beverage services, and for use on/with main dish entrees consisting primarily of pasta and pizza; U.S. Trademark Registration No. 1,867,388, registered 12/13/94, International Class 30
5. **"CUCINA! CHARLIE"** – word mark, for use in restaurant services; U.S. Trademark Registration No. 1,907,768, registered 7/25/95, International Class 42; no section 8 affidavit of continued use was filed within 6 years following the date of registration, so the mark should have been cancelled by the USPTO but its online database says that has not happened yet (see attached printout)
6. **"CUCINA! CHARLIE"** – design/logo for use in restaurant services; U.S. Trademark Registration No. 1,912,030, registered 8/15/95, International Class 42; no section 8 affidavit of continued use was filed within 6 years following the date of registration, so the mark should have been cancelled by the USPTO but its online database says that has not happened yet (see attached printout)
7. **"CUCINA! PRESTO! and design"** – design/logo for use in restaurant services; U.S. Service Mark Registration No. 2,126,923, registered 1/96/98, International Class 42
8. **"CUCINA! CUCINA!"** – Wash State Reg 021112; Registered 1/21/92; International Class 42 rest & lounge services; probably expired 1/21/02

9. **"CUCINA! CUCINA! ITALIAN CAFE"** – word mark, for use in restaurant and lounge services; **Canadian** trademark Registration No. TMA444,233, registered 6/23/95, International Class 42
10. **"CUCINA! CUCINA!"** – logo design, for use in restaurant and lounge services; **Canadian** trademark registration TMA443,803, issued June 16, 1995, registered 6/16/94, International Class 42
11. **"CUCINA! CUCINA! ITALIAN CAFE"** – **Arizona**. Reg.039630; Registered 6/16/97; Class 46 foods
12. **"CUCINA! CUCINA!"** – **Colorado State Reg** 19971171329 M; Registered 10/24/97; Class 42 restaurant services, merchandise, grocery items
13. **"CUCINA! CUCINA!"** – **Oregon State Reg** T/S 31999; Registered 10/29/97; restaurant services, merchandise, grocery items
14. **"CUCINA! CUCINA! Italian Cafe"** – **New Zealand Reg.** 272485; Registered 2/7/97; IC 30, bread sticks, pasta, vinegar, fresh pizza, sauces, etc.
15. A **"CUCINA! CUCINA! ITALIAN CAFE" dinner menu** was registered (No. VA 537-284) on December 12, 1992 with the United States Copyright Office, and amended June 7, 1993, as No. VA 595-884
16. A **"CUCINA! CUCINA! ITALIAN CAFE" dinner menu** was registered (No. VA 573-371) on May 24, 1993 with the United States Copyright Office
17. A **"CUCINA! CUCINA! ITALIAN CAFE" lunch menu** was registered (No. VA 571-192) on June 1, 1993 with the United States Copyright Office
18. A **"CUCINA! CUCINA! ITALIAN CAFE" lunch menu** was registered (No. VA 543-429) on November 30, 1992, with the United States Copyright Office
19. A **"CUCINA! CUCINA! ITALIAN CAFE" lunch menu** was registered (No. 419,848) on December 2, 1992, with the Canadian Registrar of Copyrights
20. A **"CUCINA! CUCINA! ITALIAN CAFE" dinner menu** was registered (No. 419,851) on December 2, 1992, with the Canadian Registrar of Copyrights





Box Assignment FEE  
November 10, 2003  
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**CERTIFICATE OF EXPRESS MAILING**

I hereby certify that the attached Trademark Assignment for recordation, by Cucina!  
Cucina!, Inc., to Cucina Holdings LLC, a check in the amount of \$1900.00, a  
Recordation Form Cover Sheet (in duplicate for payment by deposit account), and a self-  
addressed stamped postal acknowledgment card are being deposited with the United  
States Postal Service as "Express Mail Post Office to Addressee," mailing label No. EV  
235022231 US in an envelope addressed to "BOX ASSIGNMENTS, Commissioner of  
Patents and Trademarks, Washington, D.C. 20231" on November 12, 2003.

*Sandra R. Cameron*

Sandra R. Cameron

*November 12, 2003*

Date