

7/26/04

08-09-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/20)



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

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102809650

TRADEMARK ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The
United States Golf Association
Foundation, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other _____

Citizenship (see guidelines) New York

Execution Date(s) July 15, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RTR Funding Group Inc.

Internal Address: c/o Mr. Gerald Lieblich

Street Address: 234 W. 56th Street

City: New York

State: NY

Country: US

Zip: 10019

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship NY
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

08/06/2004 MGTACHE 00000140 1005631

40.00 DR

1,005,631

Additional sheet(s) attached? Yes No

01 FC: 4521
02 FC: 4522

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

RUSSIAN TEA ROOM

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

Name: Marc D. Moel

Internal Address: BlumbergExcelsior
Corporate Services, Inc.

Street Address: 62 White Street

City: New York

State: NY Zip: 10013

Phone Number: 212 431-5000 ext 570

Fax Number: 212 431-1441

Email Address: mdm@blumb.com

6. Total number of applications and registrations involved:



7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Marc Moel
Signature

7/26/04
Date

Marc Moel

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



07-26-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

TRADEMARK
REEL: 003022 FRAME: 0725

RECORDATION FORM COVER SHEET

Continuation page

1. Name of conveying party(ies) (continued)

Additional conveying party:

Morgan Barrington Financial Services, Inc.

- a New York corporation

4. B. Additional Trademark Registrations

1,229,752
1,291,406
1,261,105
1,305,839
1,306,293
1,305,840
1,254,528
1,262,735
1,260,020
1,386,316

4. C. Identification of Trademark

RUSSIAN TEA ROOM
RUSSIAN TEA ROOM
THE RUSSIAN TEA ROOM
THE RUSSIAN TEA ROOM
THE RUSSIAN TEA ROOM (& design)
THE RUSSIAN TEA ROOM (&design)
RTR (& design)
RTR (& design)
RTR (& design)
6 MINUTES AND 23 SECONDS FROM
LINCOLN CENTER AND SLIGHTLY TO
THE LEFT OF CARNEGIE HALL

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, The United States Golf Association Foundation, Inc., a New York not-for-profit corporation having a place of business located at 77 Liberty Corner Road, Far Hills, New Jersey 07931 (hereafter referred to as "Assignor"), and Morgan Barrington Financial Services, Inc., a New York corporation having an address at 234 West 56th Street, New York 10019 (hereinafter referred to as "Purchaser"), have entered into that certain Purchase and Sale Agreement, dated as of March 19, 2004 (the "Purchase and Sale Agreement"), in which Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's right, title and interest, if any, in and to certain intellectual property, including the RTR Trademarks and the Domain Name (as such terms are hereinafter respectively defined);

WHEREAS, Purchaser has assigned all of its right, title and interest in, to and under the Purchase and Sale Agreement to RTR Funding Group Inc., a New York corporation ("Assignee");

WHEREAS, 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, if any, in, to and under (x) the trademarks and service marks and registrations therefor identified in Part I of Schedule A annexed hereto (collectively, the "RTR Trademarks") and (y) the internet domain name identified in Part II of Schedule A annexed hereto (the "Domain Name");

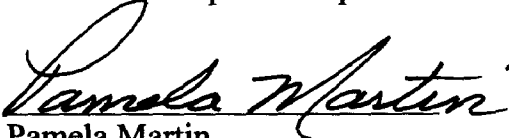
NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee all Assignor's right, title and interest, if any, in and to the RTR Trademarks and the Domain Name in the United States, together with the goodwill associated therewith, 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 any of the RTR Trademarks 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 will take, or cause to be taken at Assignee's expense, all such other and further actions as may be reasonably required by Assignee in order to effect the foregoing assignment.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States to transfer all registrations for the RTR Trademarks 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.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be executed by an officer thereto duly authorized, as of this 15th day of July, 2004.


THE UNITED STATES GOLF
ASSOCIATION FOUNDATION, INC.,
a New York not-for-profit corporation

By: 
Pamela Martin
Assistant Treasurer

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

On the 15th day of July in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela Martin, 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

CRAIG LAWRENCE PRICE
Notary Public, State of New York
No. 01PR6009148
Qualified in Westchester County
Commission Expires June 22, 20 06

Schedule A

Part I

RTR Intellectual Property

<u>RTR Trademark</u>	<u>Registration No.</u>	<u>Goods/Services</u>
RUSSIAN TEA ROOM (renewal due 2/05)	1,005,631	Class 42- preparation & serving of food & beverage
RUSSIAN TEA ROOM (renewed 2/20/04)	1,229,752	Class 16 – cookbooks & posters
RUSSIAN TEA ROOM (renewal due 8/04)	1, 291,406	Class 30 – food-namely sugar
THE RUSSIAN TEA ROOM (renewal submitted 12/03 to PTO, still under PTO review)	1,261,105	Class 34 – matches
THE RUSSIAN TEA ROOM (renewal due 11/04)	1,305,839	Class 16 – open top paper bags
THE RUSSIAN TEA ROOM & Design (renewal due 11/04)	1,306,293	Class 34 – matches
THE RUSSIAN TEA ROOM & Design (Flying bird & passenger) (renewal due 11/04)	1,305,840	Class 16 – open top paper bags
RTR & Design (renewed 12/20/03)	1,254,528	Class 16 – printed matter, namely, postcards
RTR & Design (renewal submitted 12/03 to PTO, still under PTO review)	1,262,735	Class 42 – restaurant services
RTR & Design (renewal submitted 12/03 to PTO, still under PTO review)	1,260,020	Class 21 – glassware for serving beverages
6 MINUTES AND 23 SECONDS FROM LINCOLN CENTER AND SLIGHTLY TO THE LEFT OF CARNEGIE HALL (renewal due 3/06)	1,386,316	Class 42 – restaurant services

Part II

Internet Domain Name

Russiantearoom.com