

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cucina Holdings LLC		01/27/2004	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Cucina! Cucina! Acquisition LLC		
Street Address:	550 Lougheed Highway		
City:	Coquitlam, British Columbia		
State/Country:	CANADA		
Postal Code:	V3K 3S3		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1555271	CUCINA! CUCINA! ITALIAN-CAFE	
Registration Number:	1657717	CUCINA! CUCINA! ITALIAN CAFE	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 340-2656		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Travis L. Bachman		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	7372		
DOMESTIC REPRESENTATIVE			

CH \$65.00 1555271

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Travis L. Bachman

Signature:

/Travis L. Bachman/

Date:

10/13/2005

Total Attachments: 5

source=Cucina! Cucina! TM Assignment#page1.tif

source=Cucina! Cucina! TM Assignment#page2.tif

source=Cucina! Cucina! TM Assignment#page3.tif

source=Cucina! Cucina! TM Assignment#page4.tif

source=Cucina! Cucina! TM Assignment#page5.tif

TRADEMARK/PROPRIETARY RIGHTS ASSIGNMENT

This Trademark/Proprietary Rights Assignment ("*Assignment*") is made and entered into as of this 27 day of January, 2004, by and between CUCINA HOLDINGS LLC, a Washington limited liability company (the "*Assignor*") and CUCINA! CUCINA! ACQUISITION LLC, a Washington limited liability company (the "*Assignee*"). The Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated January 26, 2004 (the "*Purchase Agreement*"). Capitalized terms used without definitions in this Assignment will have the same meaning ascribed to such terms in the Purchase Agreement. This Assignment is being made and entered into pursuant to the Purchase Agreement.

RECITALS

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

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


IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective representatives thereunto duly authorized.

ASSIGNOR

CUCINA HOLDINGS LLC

By WPW CASUAL DINING, LLC, Manager

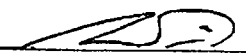
By WOLFGANG PUCK WORLDWIDE, INC.,
Manager

By 
Rob Kautz, President

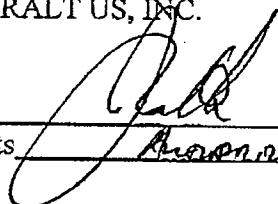
ASSIGNEE

CUCINA! CUCINA! ACQUISITION LLC

By EARL'S RESTAURANTS USA INC.

By 
Its Authorized SIGNATORY

By GIBRALT US, INC.

By 
Its Authorized SIGNATORY

APPENDIX 1
"WORKS"

All of Works listed below and all of the goodwill associated therewith.

APPENDIX 1
"WORKS"

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