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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tax settings

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10-29-98

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

1. Name of conveying party(ies):

Gatien Enterprises Inc.

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

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

2. Name and address of receiving party(ies)

Name: MANSION REALTY LLC

Internal Address:

Street Address: 433 Fifth Avenue

City: New York State: NY ZIP: 10016

- 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

3. Nature of conveyance:

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

Execution Date: October 1, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,650,369

Additional numbers attached?  Yes  No

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

Name: Laura E. Goldbard, Esq.

Internal Address:

Street Address: Stroock & Stroock & Lavan LLP  
180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(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.

Laura E. Goldbard

Name of Person Signing

*Laura E. Goldbard*

Signature

October 30, 1998

Date

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

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

TRADEMARK  
REEL: 1809 FRAME: 0482

1998 OCT 30 10 00 AM  
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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), is entered into as of the 1<sup>st</sup> day of October, 1998, by and between MANSION REALTY LLC, as Lessor and Licensee, and LANSDOWN ENTERTAINMENT CORP., as Lessee, and GATIEN ENTERPRISES INC. as Licensor.

### WITNESSETH

WHEREAS, by lease dated as of May 12, 1998 (the "Lease"), Lessor leased to Lessee the premises as defined in the Lease and commonly known as 47 West 20<sup>th</sup> Street, New York, (the "Premises");

WHEREAS, the License was amended by First Amendment of Lease dated August, 1998 and by Second Amendment of Lease dated October 1, 1998.

WHEREAS, the Lease together with all amendments thereto is hereinafter referred to collectively as the "Lease";

WHEREAS, Gatién Enterprises Inc. ("Gatién Enterprises"), a Georgia Corporation owned entirely by Peter Gatién, who is also the sole shareholder of Lessee, hereby grants to Lessor an irrevocable license in Gatién Enterprises' right, title and interest in and to the trademark, service mark, common law trademark and good will in and to the service mark "Limelight" and Registration No. 1,650,369, as security for Lessee's performance under this Lease, which grant of use of the trademark, once effective, shall only be given to the extent of Lessor's ownership, use, sale or rental of the Premises, all in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the sum of ten (\$10.00) dollars and for the good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Licensor, Lessor and Lessee hereby agree as follows:

1. All defined terms in this Agreement shall have the same meaning as in the Lease. Each of the foregoing recital paragraphs is hereby incorporated into this Agreement.
2. Lessee and Gatién Enterprises jointly and severally represent and warrant that Gatién Enterprises is the legal owner of the trademark, service mark, common law trademark and good will in and to the tradename "LIMELIGHT" and Trademark Registration No. 1,650,369 (collectively, the "Trademark"), filed in the name Lansdown Investors of N.Y., Inc. and registered with the United States Patent and Trademark Office, as said Trademark was assigned by Lansdown Investors of N.Y., Inc. to Gatién Enterprises, a Georgia Corporation, by assignment recorded with the United States Patent and Trademark Office on April 10, 1987.
3. Gatién Enterprises (i) warrants and represents that it currently owns the Trademark free and clear of all liens, encumbrances, pledges, security interests or rights of any third parties, (ii) agrees that it will not sell, transfer or assign the Trademark to any party

(whether affiliated or unaffiliated) without the (a) prior written consent of Lessor and (b) assignee, grantee, or purchaser consenting in writing to the license herein granted to Lessor, and (iii) agrees that it will not pledge or collaterally assign the Trademark to any party (whether affiliated or unaffiliated) without (a) giving Lessor reasonable prior written notice of such pledge or collateral assignment and the name and address of said party and (b) giving said pledgee or collateral assignee reasonable prior notice of the grant of license to Lessor as described herein.

4. In the event that Lessee or Gaten Enterprises is found to have been in breach of any of the warranties, representations or agreements described in Paragraph 3 only, then Lessor shall give Lessee or Gaten Enterprises 20 days written notice to cure said breach. Lessee or Gaten Enterprises will have 20 days from the date of such written notice to cure such breach. In the event that the breach is not finally cured to Lessor's reasonable satisfaction within such period, then same shall constitute a material default by Lessee under the Lease, thereby entitling Lessor to all of its remedies thereunder for a material breach by Lessee of a substantial obligation of this Lease.

5. Lessee acknowledges that Lessee's or Gaten Enterprises' violation of any of the aforesaid representations, warranties and agreements (subject to the specific notice period described herein above) shall constitute a material default by Lessee under the Lease, thereby entitling Lessor to all of its remedies thereunder for a material breach by Lessee of a substantial obligation of this Lease.

6. Gaten Enterprises hereby irrevocably grants a nonexclusive license, for a previously agreed to sum, to Lessor to use the Trademark in connection with Lessor's ownership, use, sale, marketing, promotion or rental of the Premises (including, without limitation, any signage and promotion of said Trademark at or in connection with the Premises), with such grant of license to be effective upon such date that either (i) the Lease is terminated and Lessee or its permitted assigns under the Lease has stopped paying the rent and/or additional rent under the Lease or (ii) Lessee or its permitted assigns or permitted subtenants under the Lease cease the operation of the "Limelight" nightclub/discotheque at the Premises and Lessee or its permitted assigns under the Lease has stopped paying the rent and/or additional rent under the Lease. This Agreement shall expire on May 31, 2028. After expiration either Lessee or Peter Gaten is permitted to file any documents required to reflect the expiration of this Agreement.

7. Lessor acknowledges and agrees that it shall have no right to use the Trademark until the occurrence of conditions (i) or (ii) of Article 6.

8. In using the Trademark, Lessor and Lessee (and their successor and/or assigns) each agree that (i) the Trademark shall only be used in an enterprise that (a) has a liquor license (if liquor is being sold in such enterprise), (b) has a cabaret license (if the enterprise is to be used for live entertainment or dancing) and (c) employs the logo for "Limelight" used by Lessee (if the enterprise chooses to use said logo) and (ii) it shall not use the Trademark in any enterprise that is illegal, fraudulent or is operated as a strip club. In the event that either party violates the foregoing standard of usage of the Trademark, as aforesaid, then the other party will provide written notice to the noncomplying party in regard thereto. The noncomplying party will have

thirty (30) days from the date of such written notice ("Period") to cure such deficiencies. In the event that the noncomplying party does not cure the deficiencies within the Period, then the noncomplying party's rights to use the Trademark will be deemed terminated, without further notice, and any and all use of the Trademark will cease. In the event the Lessor sells, conveys or otherwise transfers its rights in the Premises to a third party, then such third party, as a condition to its right to succeed to the rights of Lessor with respect to the use of the Trademark, will agree in writing to abide by the terms of this paragraph. In the event Gatiem Enterprises or Lessee sells, conveys, grants, licenses, encumbers or otherwise transfers its rights in the Trademark to a third party, subject to the terms of this Agreement, then such third party, as a condition to its right to succeed to the rights of Gatiem Enterprises or Lessee conveyed therein with respect to the use of the Trademark, will agree in writing to abide by the terms of this paragraph and will consent in writing to the terms of this License Agreement.

9. Lessor, Lessee and Gatiem Enterprises agree to execute any documents necessary to effectuate the terms of this Agreement.

10. The parties agree that this Agreement is not an amendment of the Lease. In the event of any inconsistency between the terms of this Agreement and the Lease, the Lease will prevail.

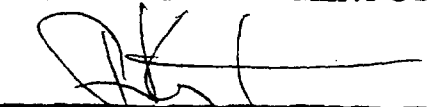
IN WITNESS WHEREOF, Lessor and Lessee have made this Agreement as of the 1<sup>st</sup> day of October, 1998.

LESSOR:

MANSION REALTY LLC

By: 

LESSEE:  
LANSDOWN ENTERTAINMENT CORP.

By: 

EXECUTED FOR PURPOSES OF  
THIS AGREEMENT ONLY:

GATIEM ENTERPRISES INC.

By: 