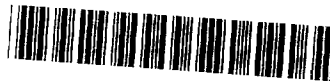


03-01-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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101997546

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

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

1. Name of conveying party(ies):
Bonefish Grill, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company - FL

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

3. Nature of conveyance:

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

Execution Date: January 2, 2002

2. Name and address of receiving party(ies)

Name: OS Sea, Inc.

Internal

Address: _____

Street Address: 2202 N. Westshore Blvd., 5th Floor

City: Tampa State: FL Zip: 33607

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

78077187

78077406

76068923

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

FEB 15 2002

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

Name: Jozetta Chack-On

Internal Address: _____

Street Address: 2202 N. Westshore Blvd.

5th Floor

City: Tampa State: FL Zip: 33607

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

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.

Tim Curci

Name of Person Signing

[Signature]

Signature

1-02-02

Date

5

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

03/01/2002 6TON11 00000101 78077187

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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

TRADEMARK
REEL: 002451 FRAME: 0234

AGREEMENT FOR ASSIGNMENT OF SERVICE MARKS

THIS AGREEMENT FOR ASSIGNMENT OF SERVICE MARKS ("Agreement") is entered into this 2nd day of January, 2007, by and between BONEFISH GRILL, LLC, a Florida limited liability company (hereinafter "Assignor"), and OS SEA, INC., a Florida corporation (hereinafter the "Assignee").

WHEREAS, Assignor has applied to register the service marks listed on **Exhibit A** (hereinafter the "Service Marks"), attached hereto and incorporated herein, with the United States Patent and Trademark Office; and

WHEREAS, the Assignor and Assignee have entered into that certain Asset Purchase Agreement dated October 5, 2001 (the "Purchase Agreement"), pursuant to which Assignor sold, transferred, conveyed, assigned and delivered to Assignee, and Assignee purchased and accepted, all of Assignor's right, title and interest in and to the Bonefish Grill restaurant operating system, including the Service Marks; and

WHEREAS, in order to more effectively consummate the transactions contemplated in the Purchase Agreement, the Assignee desires to acquire the applications for registration of the Service Marks and the Assignor desires to assign the applications for registration of the Service Marks to the Assignee.

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

1. Recitals. The parties agree that the above recitals are true and correct and are incorporated herein by reference.
2. Assignment of Service Marks. Assignor does hereby assign unto Assignee the Service Marks, including all rights, title and interest in and to the Service Marks and the United States Trademark/Service Mark Applications for registration thereof.
3. Further Assurances. The parties hereto agree to take any and all reasonable actions necessary to fulfill the intent of this Agreement, including but not limited to the execution and filing of a Trademark Recordation Cover Sheet with the United States Patent and Trademark Office.
4. Waiver; Modification. No change or modification of this Agreement shall be valid or binding on the parties hereto, nor shall any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the parties hereto.
5. Successors and Assigns. Except as provided to the contrary herein, all the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.
6. Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.
7. Applicable Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

8. Jurisdiction. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts in the State of Florida, in the judicial circuit where the Assignor has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and each party hereby waives all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

10. Paragraph Headings. The paragraph headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.

11. Incorporation of Exhibits. **Exhibit A** is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

12. Singulars and Plurals. Where required to conform to common English usage and to permit a consistent, reasonable construction of this Agreement, words appearing in the singular shall be deemed to be in the plural, words in the plural shall be deemed to be in the singular, and subjects and verbs shall be deemed to agree with each other in the proper sense.

13. Prior Agreements Superseded. This Agreement and the Asset Purchase Agreement constitute the entire agreement between the parties and supersedes any prior understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, between the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

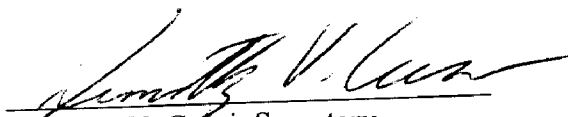
IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized corporate officers, all as of the day and year first above written.

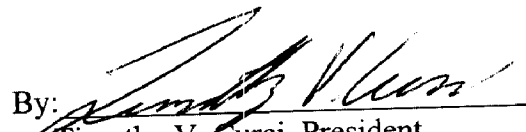
“ASSIGNOR”

ATTEST:

BONEFISH GRILL, LLC
a Florida limited liability company

BONEFISH GRILL HOLDINGS, INC.
a Florida corporation
its member-manager


Timothy V. Curci, Secretary

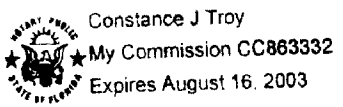
By: 
Timothy V. Curci, President

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss

The foregoing instrument was acknowledged before me this 2 day of January, 2001, by TIMOTHY V. CURCI, President and Secretary, of BONEFISH GRILL HOLDINGS, INC., a Florida corporation, as member-manager of BONEFISH GRILL, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

NOTARY SEAL and
COMMISSION NO.:

Constance J. Troy
(Notary Signature)



“ASSIGNEE”

OS SEA, INC.
a Florida corporation

Robert S. Merritt
Robert S. Merritt, Assistant Secretary

By: John W. Cooper
John W. Cooper, President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) ss

The foregoing instrument was acknowledged before me this 2 day of Jan, 2001, by JOHN W. COOPER and ROBERT S. MERRITT, President and Assistant Secretary, respectively, of OS SEA, INC., a Florida corporation. They are personally known to me.

NOTARY SEAL and
COMMISSION NO.:

Constance J. Troy
(Notary Signature)

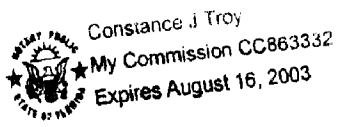


EXHIBIT A

SERVICE MARKS

**FOR WHICH APPLICATIONS FOR REGISTRATION HAVE BEEN FILED WITH THE
UNITED STATES PATENT AND TRADEMARK OFFICE**

BONEFISH GRILL & DESIGN	76068923
BONEFISH GRILL & DESIGN	78077187
BONEFISH GRILL	78077406