

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Coexistence Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPBIZ, L.L.C.		05/25/2006	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Spice Market, LLC		
Street Address:	270 Lafayette Street, Suite 1406		
Internal Address:	c/o Suarez Restaurant Group		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2699487	SPICE MARKET BUFFET	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-310-8614		
Email:	bernadette.mccann@weil.com		
Correspondent Name:	Bernadette McCann Ezring		
Address Line 1:	767 Fifth Avenue		
Address Line 2:	Weil, Gotshal & Manges		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	99980.0025		
NAME OF SUBMITTER:	Bernadette McCann Ezring		
Signature:	/Bernadette McCann Ezring/		

OP \$40.00 2699487

Date:

06/06/2006

Total Attachments: 7

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CO-EXISTENCE AGREEMENT

This Co-Existence Agreement (the "Agreement"), made as of May __, 2006, by and between Spice Market, LLC, a New York limited liability company, with a business address at c/o Suarez Restaurant Group, 270 Lafayette Street, Suite 1406, New York, NY 10012 ("SM") and OPBIZ, L.L.C., a limited liability company organized under the laws of the State of Nevada, with a business address at 855 Third Avenue 34th Floor, New York, New York 10022 ("Opbiz").

WHEREAS, Opbiz owns a trademark registration with the U.S. Patent & Trademark Office ("PTO") (Reg. No. 2699487) for the mark SPICE MARKET BUFFET for use in connection with "restaurant services" in International Class 42 (the "Opbiz Mark");

WHEREAS, SM filed an application with the PTO on January 26, 2006 (Serial No. 78/800057) to register the mark SPICE MARKET for use in connection with "high-end restaurant services featuring Southeast Asian foods" in International Class 43 (the "SM Trademark");

WHEREAS, Opbiz's trademark registration states that it has used the Opbiz Mark since August 18, 2000 in connection with "restaurant services";

WHEREAS, SM's trademark application states that it has used the SM Trademark since February 13, 2004 in connection with "high-end restaurant services featuring Southeast Asian foods"; and

WHEREAS, subject to the foregoing, the parties have concluded that confusion is not likely to arise from the use and registration of the Opbiz Mark by Opbiz and the SM

Trademark by SM in connection with restaurants and other products and services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Opbiz shall not, directly or indirectly, take any action to interfere with or prevent the use, license for use or registration by SM or its licensees of the SM Trademark, any trade name, trademark or service mark consisting of or incorporating the SM Trademark, or any derivatives or variations thereof (collectively, the SM Marks”) in connection with restaurant, food or any other products or services anywhere in the world, provided that (1) in no event shall any SM Mark include the words BUFFET or DINER, and (2) to the extent that an SM Mark is used in connection with restaurant services, such services shall not be exclusively buffet services. Without limiting the foregoing, if SM utilizes or authorizes others to utilize an SM Mark in Clark County in connection with a buffet menu or substantially similar type restaurant (provided, however, in no event shall SM utilize or authorize others to utilize the OpBiz Mark), SM shall protect, defend, indemnify and hold OpBiz, its successors and assigns, harmless from and against any declines in OpBiz’s net revenues shown by Opbiz to have been caused by the use by SM of the SM Mark in connection with such buffet menu or substantially similar type restaurant (the “Clark County Indemnity”); provided, however, the Clark County Indemnity shall not

apply in the event that, at the time of such use by SM, OpBiz has discontinued its use of the OpBiz Mark.

2. SM shall not, directly or indirectly, take any action to interfere with or prevent Opbiz's use, license for use or registration of the Opbiz Mark anywhere in the world; provided that such use and registration shall be in connection with its existing restaurant in Clark County, Nevada, and other restaurants employing concepts substantially similar to its existing restaurant concept (and not other concepts, particularly high-end Asian restaurant concepts). Opbiz shall not use, license for use or register the Opbiz Mark other than in connection with its existing restaurant in Clark County, Nevada, and other restaurants employing concepts substantially similar to its existing restaurant concept.
3. Opbiz agrees not to dispute, contest or challenge SM's registration or use of any domain name consisting of or incorporating the term SPICE MARKET or any other SM Marks.
4. SM agrees not to dispute, contest or challenge OpBiz' registration or use of any domain name consisting of or incorporating the term SPICE MARKET BUFFET.
5. Each party acknowledges that it may have access to Confidential Information of the other party. "Confidential Information" means (a) any information, in whatever form, treated by the owner of such information (the "Discloser") as confidential or proprietary; and (b) information that is disclosed under circumstances in which the recipient of the information

(the "Recipient") knew or reasonably should have known was confidential. Confidential Information shall not include information which: (i) at or prior to the time of disclosure was known to the Recipient through an act of a third party that was not known by the Recipient to be unauthorized or was generally available to the public through no act or omission on the Recipient's part; (ii) at or after the time at which the disclosure is made becomes generally available to the public through no act or omission on the Recipient's part; (iii) is developed or derived by the Recipient independent of any Confidential Information it receives from the Discloser or (iv) the Recipient lawfully receives from a third person free to make such disclosure without breach of any legal obligation. The Recipient agrees to maintain the Confidential Information in the strictest of confidence and will not use, disseminate or disclose any Confidential Information to any person or entity other than those of its employees who have "need to know", who have been apprised of this restriction and who are themselves bound by similar nondisclosure requirements.


6. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective subsidiaries, affiliates, partners and licensees and their successors and assigns and any successor or assign of the SM Marks or Opbiz Mark, as applicable. SM shall not assign the SM Marks and Opbiz shall not assign the Opbiz Mark, and any assignment of the Opbiz Mark by Opbiz or the SM Marks by SM shall be null and void, unless any such assignee agrees in writing to be bound by the terms and

conditions of this Agreement and a copy of this Agreement is promptly delivered to SM or Opbiz as appropriate; provided that (a) a general assignment by OpBiz for the benefit of its existing lenders on the date of this Agreement, and (b) a subsequent assignment by such lenders following an assignment referred to in clause (a) shall not require an agreement in writing by such assignee to be bound by the terms and conditions of this Agreement; it being understood that any such assignment shall not relieve the assignee of any of the obligations provided for under this Agreement and such assignee shall be subject to and bound by the terms and conditions of this Agreement as if such assignee were a party hereto.

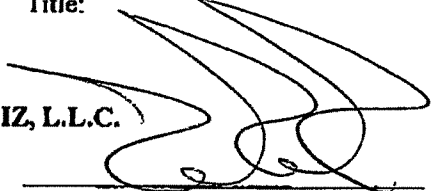
7. The parties agree to execute any further documents and to take such further actions as may be necessary or reasonably requested by the other party to effectuate the intent of this Agreement. Moreover, the parties agree that, promptly after execution of this Agreement, they shall cooperate to record this Agreement with the United States Patent and Trademark Office.
8. This Agreement shall be governed and construed in accordance with the substantive laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

9. This Agreement may be signed by the parties hereto in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement shall be deemed to have been executed when the parties execute and exchange counterparts thereof, which may be accomplished by facsimile or overnight courier in accordance with the convenience of the parties. This Agreement is not binding and shall be of no force and effect whatsoever unless and until this Agreement is executed by all parties hereto.

SPICE MARKET, LLC

By: 
Name:
Title:

OPBIZ, L.L.C.

By: 
Name: Michael Mecca
Title: President & C.E.O.

The undersigned, as a material inducement to OpBiz executing and delivering the Agreement, hereby unconditionally and absolutely severally guaranty unto OpBiz, its successors and assigns, the due and complete performance in full of all obligations and liabilities of SM to the Clark County Indemnity as set forth in Section 1(b) of the Agreement including, without limitation, severally agreeing to the payment to OpBiz of such losses and damages arising therefrom. The undersigned waive notice, presentment, protest, notice of protest and any and all demands for performance or any and all notices of non-performance that might otherwise be a condition precedent to the liability of the undersigned hereunder, with the undersigned agreeing that the undersigned's obligations shall be several and primary with SM. OpBiz may proceed directly against either or both of the undersigned without first proceeding or making any claim or exhausting any remedy against SM.


Mr. Phil Suarez


Mr. Jean-Georges Vongerichten