

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Morton		02/02/2007	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	HRHH IP, LLC		
Street Address:	475 Tenth Avenue		
Internal Address:	c/o Morgans Hotel Group Co.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75664679	PINK TACO	
Serial Number:	75642520	PINK TACO	
Serial Number:	75559309	PINK TACO	
Serial Number:	76439769	PINK TACO BLACK MARKET TEQUILA	
CORRESPONDENCE DATA			
Fax Number:	(212)603-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.603.2000		
Email:	mrichman@thelen.com		
Correspondent Name:	Monica B. Richman		
Address Line 1:	875 Third Avenue		
Address Line 2:	Thelen Reid Brown Raysman & Steiner LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	602857/402		

CH \$115.00 75664679

NAME OF SUBMITTER:	Monica B. Richman
Signature:	/monica b. richman/
Date:	02/07/2007

Total Attachments: 14

- source=Mortonlicense#page1.tif
- source=Mortonlicense#page2.tif
- source=Mortonlicense#page3.tif
- source=Mortonlicense#page4.tif
- source=Mortonlicense#page5.tif
- source=Mortonlicense#page6.tif
- source=Mortonlicense#page7.tif
- source=Mortonlicense#page8.tif
- source=Mortonlicense#page9.tif
- source=Mortonlicense#page10.tif
- source=Mortonlicense#page11.tif
- source=Mortonlicense#page12.tif
- source=Mortonlicense#page13.tif
- source=Mortonlicense#page14.tif

LICENSE AGREEMENT

This License Agreement (this "*Agreement*") is made and entered into as of February 2, 2007 (the "*Effective Date*"), by and between Peter Morton, an individual ("*Morton*"), and HRHH IP, LLC, a Delaware limited liability company ("*Licensee*").

WHEREAS, Morton has the right and authority to license the use of the Licensed Marks (as defined below) for the purposes of operating, managing and promoting the Licensee Restaurant (as defined below) in conformity with the terms and conditions of this Agreement; and

WHEREAS, pursuant to that certain Agreement and Plan of Merger dated May 11, 2006, Licensee acquired the ownership of the company operating the Hard Rock Hotel/Casino located in the Las Vegas, Nevada Metropolitan Statistical Area at which the Licensee Restaurant has been in operation prior to the Effective Date; and

WHEREAS, Morton and Licensee desire that Morton license to Licensee the Morton Intellectual Property (as defined below) for use in association with the continued operation and management of the Licensee Restaurant after the Effective Date;

NOW, THEREFORE, in consideration of the above recitals, the covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Definitions and Interpretations.* Certain terms used herein shall have the meaning ascribed to such terms as set forth in Schedule 1. All such terms as set forth in Schedule 1, if defined in the singular or present tense, shall also retain such general meaning if used in the plural or past tense and, if used in the plural or past tense, shall retain the general meaning if used in the singular or present tense.

2. *Grant of License.*

2.1. Subject to the terms and conditions contained in this Agreement, Morton hereby grants Licensee, throughout the Term, an exclusive (with respect to third Persons in connection with the Licensee Restaurant; *provided, however*, that Morton shall retain full rights), royalty-free and perpetual license to use the Morton Intellectual Property in the Territory solely in connection with the development, ownership, management, operation of and promotion of the Pink Taco Restaurant at the Hard Rock Hotel/Casino located in the Las Vegas, Nevada Metropolitan Statistical Area (the "Licensee Restaurant"), including the offering or sale by Licensee of Products bearing the Licensed Marks.

2.2. *Sublicense.* Licensee shall have the right to sublicense the Morton Intellectual Property to any Affiliate of Licensee (solely for so long as such entity remains an Affiliate of Licensee), provided, however, that any sublicense granted hereunder shall contain provisions whereby the sublicensee agrees to assume, observe and perform all of the obligations of Licensee and be bound by all of the restrictions under this Agreement.

3. *Term.*

3.1. The term of this Agreement (the "*Term*") shall commence as of the Effective Date and continue in perpetuity, unless earlier terminated pursuant to the provisions of this Agreement.

4. *Recognition, Maintenance and Protection of Morton Intellectual Property.*

4.1. Licensee recognizes and acknowledges the exclusive right, title and interest of Morton in and to the ownership of the Morton Intellectual Property, including without limitation the Licensed Trademarks. Licensee agrees to assign and hereby assigns any and all rights in the Morton Intellectual Property (including any and all rights in the Licensed Marks) it might acquire during the Term to Morton and agrees to execute and undertake during the Term and after termination hereof all documents and all actions reasonably necessary to effect the clarification or perfection of ownership of all Morton Intellectual Property in and to Morton and to allow Morton to apply for registrations of the Morton Intellectual Property and to maintain any registrations issued thereon.

4.2. All rights in and to the Morton Intellectual Property not specifically granted to Licensee herein are expressly reserved by Morton. Licensee neither has nor under any circumstances shall be deemed to have any ownership, right, title or interest in or to any Morton Intellectual Property.

4.3. All goodwill associated with or identified by the Morton Intellectual Property shall inure directly and exclusively to the benefit of, and is the sole property of Morton and all use (whether authorized or unauthorized) of any other indicia of source, mark, logo or slogan by Licensee in the course of promoting or marketing the Morton Intellectual Property shall likewise inure directly and exclusively to the benefit and shall be the sole property of Morton.

4.4. During the Term and thereafter, Licensee shall not: (a) challenge the validity of Morton's ownership of, or right to license, the Morton Intellectual Property or any registration, or application for registration thereof; (b) represent in any manner that it has any title or right to the ownership, registration or use of the Morton Intellectual Property except as set forth in this Agreement; or (c) challenge the right of Morton to grant the licenses granted herein.

4.5. Licensee acknowledges that certain of the Morton Intellectual Property has been, may have been and may potentially be misappropriated by third Persons. Morton provides neither any guarantee nor assurance that Morton will be able to cause cessation of such misappropriation nor any assurance that such third Persons may fail in an ability to claim superiority of rights with respect to the subject Intellectual Property.

4.6. Nothing contained in this Agreement shall be construed to confer upon Licensee any right or license to have any of the Morton Intellectual Property registered in the name of Licensee, any of Licensee's Affiliates or any third Person or to vest in Licensee, any of

Licensee's Affiliates or any third Person any right, title or interest in and to the Morton Intellectual Property, and Licensee shall not, directly or indirectly, register or cause to be registered in any country or governmental subdivision any trademark, trade name, service mark, trade dress, Internet domain name, other universal resource locator, patent, mask work or copyright consisting of, embodied in, relating to, arising out of or similar to any of the Morton Intellectual Property, which would effect an Encumbrance upon any of the Morton Intellectual Property. Licensee shall not knowingly damage, do any act or fail to do any act, which could be reasonably anticipated to damage, dilute, or materially modify any of the Morton Intellectual Property or knowingly permit a third Person to do so.

4.7. Licensee shall immediately notify Morton in writing of any infringement, misappropriation, dilution or other claim of right, title, or interest (or any suspected activity with respect to any of the foregoing) with respect to any of the Morton Intellectual Property of which Licensee Knows or otherwise becomes aware (an "*Infringement*").

4.8. Licensee shall Use the Licensed Marks without any accompanying words or symbols of any nature (save as required by the provisions hereof) unless first approved in writing by Morton and Licensee shall not modify the Licensed Marks or conjoin the Licensed Marks with any other name, service mark, trade name or trademark whatsoever, unless otherwise approved by Morton, in Morton's sole and absolute discretion, in writing;

4.9. Licensee shall neither file any application for registration or other recognition of any name incorporating or embodying in any manner the Licensed Marks, or variant thereof, as a fictitious business name nor use the Licensed Marks, or any variant thereof, as part of its formal entity name (including, without limitation, any corporate, partnership, limited-liability company, limited-liability partnership, limited partnership or any other formal entity name) or permit any of Licensee's Affiliates or any third Person to do so, unless Morton grants such use of the Licensed Marks, in his sole and absolute discretion.

5. *Licensee Restrictive Covenants and Representations.* Licensee hereby covenants, represents, and warrants as of the Effective Date and throughout the Term, the following:

5.1. Licensee is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and has full and unrestricted power and authority, corporate or otherwise, to execute and deliver this Agreement and to carry out the transactions contemplated hereby;

5.2. Licensee shall not interfere in any manner with nor attempt to prohibit the use or registration by Morton of any Morton Intellectual Property;

5.3. Licensee shall at Licensee's sole cost and expense, mark any advertising or promotional material and signage with appropriate notices so as to apprise third Persons of Morton's respective ownership rights in and to such matter. Licensee further agrees to include on all uses of the Morton Intellectual Property all notices and legends reasonably requested by Morton. Licensee shall comply in all respects with all applicable laws and regulations and obtain all appropriate permits and approvals in regard to its offering of the Products and Services;

5.4. Licensee shall not delegate any of Licensee's duties and/or obligations herein to any third Person, except to Morton as required pursuant to this Agreement, or any sublicensee permitted hereunder;

5.5. Licensee shall not disseminate or use the Morton Intellectual Property in any manner other than as provided herein;

6. *Quality.*

6.1. Licensee agrees to use the Morton Intellectual Property in good faith and in a dignified manner, in a manner consistent with Morton's high standards of, and reputation for quality, in a manner consistent with the standards of quality of Licensee Restaurant immediately prior to the Effective Date, and in accordance with generally accepted trademark practice wherever the Licensed Marks are used. Licensee agrees to use commercially reasonable efforts to protect the Morton Intellectual Property and the goodwill associated therewith.

6.2. Licensee covenants that the nature and quality of the Products and the Services and all promotional, advertising, and packaging material relating to the Products and Services, and all representations of the Morton Intellectual Property, shall be of good quality at least as high as the quality of similar goods and services presently sold or offered by the Licensee Restaurant immediately prior to the Effective Date. Licensee acknowledges that it is familiar with the nature and quality of the Products and Services and with the representations of the Morton Intellectual Property in use immediately prior to and as of the Effective Date. With respect to any additional Services or Products, Licensee agrees that the nature and quality of such products and services shall be equal to and commensurate with that of existing products and services offered by the Licensee Restaurant immediately prior to the Effective Date.

6.3. Morton or his representative shall have the right to inspect the quality of the Products and Services, and Licensee shall permit duly authorized representatives of Morton to have reasonable access to all areas of the Licensee Restaurant for such inspection purposes during regular business hours and on reasonable notice and in a manner that will cause minimal disruption to Licensee's business.

6.4. Licensee shall furnish or render to Morton (or his representatives) during such inspections, upon request for Morton's approval and/or testing, representative samples on the premises of each Product, its labels, packaging, advertisements, and all other materials displaying or using the Morton Intellectual Property in relation to the Products and Services.

6.5. The parties acknowledge that all rights of Morton to monitor and intervene in Licensee's operations, and all standards of operation set forth herein, are established solely to ensure the quality of the goods and services associated with the Morton Intellectual Property and to protect the goodwill accrued in them.

7. *Confidentiality and Trade Secrets.*

7.1. During the Term and for a period of five (5) years thereafter, Licensee shall keep all Morton Confidential Information strictly confidential and shall not disclose, copy, duplicate, transmit, republish or otherwise disseminate in whole, in part or in any manner to any third Person, the Morton Confidential Information during such period unless expressly authorized in a prior signed writing by Morton to make such disclosure; provided, however, that Licensee may disclose Morton Confidential Information to Licensee's directors, officers and employees but only insofar as necessary to effectuate this Agreement and fulfill the obligations in this Agreement and only after such directors, officers and employees have executed a written agreement wherein such directors, officers and employees shall keep all Morton Confidential Information strictly confidential consistent with the provisions of this Section 7.1

7.2. Licensee shall not (and shall cause any other Persons to whom Licensee may have disclosed Morton Confidential Information not to) disclose, copy, duplicate, transmit, republish or otherwise disseminate in whole or in part in any manner any Morton Trade Secrets, in perpetuity. Licensee shall exercise Licensee's best efforts to keep materials and all other matter which contain or embody Morton Trade Secrets in a safe place and in a manner so that third Persons (other than the directors, officers and employees of Licensee who need to know the Morton Trade Secrets in order to fulfill the obligations pursuant to this Agreement and only after such directors, officers and employees have executed a written agreement wherein such directors, officers and employees shall keep Morton Trade Secrets secret consistent with the provisions of this Section 7.2) would be unable to access the Morton Trade Secrets without engaging in forcible entry into a locked room and container.

7.3. Notwithstanding Sections 7.1 and 7.2, but subject to the following, Licensee may disclose Morton Confidential Information and/or Morton Trade Secrets to the extent required by applicable laws, regulatory requirements, or judicial order ("Legal Obligation"). If Licensee becomes compelled by Legal Obligation to disclose Morton Confidential Information and/or Morton Trade Secrets, Licensee shall immediately provide Morton with notice by telephone and by facsimile, so that Morton may appeal the requirement for disclosure, seek a protective order, confidentiality order or other appropriate relief. If Licensee becomes compelled by a Legal Obligation to disclose any Morton Confidential Information and/or Morton Trade Secrets, Licensee may only disclose that part that it is compelled by Legal Obligation to disclose, and may only disclose such part in the manner and to the extent so compelled by the Legal Obligation.

7.4. Licensee shall not remove, alter, hide or otherwise diminish or denigrate any notice of confidentiality, secrecy, privacy or indication of proprietary right, title or interest (a "Notice") that is discernable on or with respect to any Media embodying any Confidential Information, shall not separate or disembody any Morton Confidential Information from any Media embodying or containing Morton Confidential Information provided by Morton and/or Morton's Affiliate(s) to Licensee and Licensee hereby covenants, represents and warrants that any Media bearing a Notice shall not be necessary to create a presumption that certain Content is Morton Confidential Information.

8. *Indemnification.* Licensee shall indemnify and hold Morton and any employees and Affiliates harmless from and against any and all actions, suits, claims, penalties, losses, damages and expenses, including, without limitation, attorneys', professionals', experts' and accountants' fees, based upon or arising in connection with the performance of Licensee's rights or obligations herein, or arising out of any service or act rendered or performed by Licensee or any failure to act, including, without limitation, any Infringement or misuse of Morton Intellectual Property, alleged breach, or investigation relating to a possible breach, of any legal requirement or of any covenant, representation, warranty or other obligation of Licensee contained in or arising out of this Agreement, except to the extent any such action, suit, claim, penalty, loss, damages and expenses arises from any claim that the Morton Intellectual Property when used by Licensee in conformity with the terms and conditions of this Agreement infringes the rights of any third party or from any claim arising out of Content provided by Morton pursuant to this Agreement to Licensee for Licensee's use in the performance of Licensee's rights or obligations herein.

9. *Termination.*

9.1. In addition to all other rights and remedies available to this Agreement, at law or at equity, Morton shall have the unconditional right to terminate this Agreement if at any time, Licensee (a) commits any material breach of any material provision of this Agreement, including without limitation those provisions related to Morton Intellectual Property, Morton Confidential Information or Morton Trade Secrets and fails to cure such breach within thirty (30) days of receipt of notice by Morton of such breach, or (b) ceases to operate the Licensee Restaurant for a period longer than six (6) months.

9.2. Morton further has the right to terminate this Agreement immediately upon written notice to Licensee if (i) Licensee makes an assignment for the benefit of creditors; (ii) Licensee admits in writing its inability to pay debts as they mature; (iii) a trustee or receiver is appointed for a substantial part of Licensee's assets; or (iv) to the extent termination is enforceable under the U.S. Bankruptcy Code, a proceeding in bankruptcy is instituted against Licensee which is acquiesced in, is not dismissed within 120 days, or results in an adjudication of bankruptcy.

9.3. If an event described in Section 9.2 occurs, Morton shall have the right, in addition to his other rights and remedies, to suspend Licensee's rights regarding the Morton Intellectual Property while Licensee attempts to remedy the situation.

9.4. Upon termination pursuant to Article 9, Licensee shall cooperate with Morton so as best to preserve the value of the Morton Intellectual Property., agrees immediately to discontinue all use of Morton Intellectual Property, and at Morton's request, to destroy or return any materials related to same.

10. *Equitable Relief.* Notwithstanding Section 11, Licensee acknowledges that any material violation of Sections 2, 4, 5, 6 or 7 by Licensee shall cause irreparable injury to Morton and shall entitle Morton to extraordinary and equitable relief by a court of competent jurisdiction

including, but not limited to, temporary restraining orders and preliminary and permanent injunctions, without waiting for the expiration of the cure period set forth in Section 9.1.

11. *Non-Waiver.* No delay or omission on the part of Morton or Licensee in exercising any right or remedy (whether created by this Agreement, arising from any default herein, or otherwise) shall be construed as or deemed to be an acquiescence therein or a waiver of or limitation upon the right of Morton or Licensee to exercise, at any time and from time to time thereafter, any right, power or remedy. No waiver of any breach of this Agreement shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent breach.

12. *Representation; Limitation of Liability.*

12.1. Morton hereby represents and warrants that he has full power and authority to enter into this Agreement. Morton hereby agrees (A) at his sole cost and expense, to indemnify, defend and hold harmless Licensee, Licensee's Affiliates and each of their successors and assigns (collectively the "**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, expenses, obligations and claims (including, without limitation, attorneys' fees and court costs) suffered or incurred by any Indemnified Party arising out of, pursuant to, or in connection with any (i) breach of a representation or warranty made by Morton in this License and/or (ii) violation of a covenant or other obligation of Morton contained in this License and (B) that such indemnification shall be made pursuant to and in accordance with the Escrow Agreement, dated as of the date hereof, by and among PM Realty, LLC, a Nevada limited-liability company, Morgans Hotel Group Co., a Delaware corporation (or its affiliate), Red, White and Blue Pictures, Inc., a California corporation, Peter A. Morton, an individual.

12.2. MORTON SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WITH RESPECT TO ANY LIABILITY ASSESSED AGAINST MORTON IN FAVOR OF LICENSEE OR ANY OF LICENSEE'S AFFILIATES.

12.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.1 OF THIS AGREEMENT, MORTON MAKES NO WARRANTIES, WHETHER IMPLIED OR OTHERWISE, TO LICENSEE WITH RESPECT TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MORTON INTELLECTUAL PROPERTY NOR ANY WARRANTIES REGARDING THE SUITABILITY OF THE BUSINESS FOR LICENSEE, AS WELL AS NO WARRANTIES WITH RESPECT TO THE VIABILITY, PROFITABILITY OR FUNCTIONALITY OF THE MORTON INTELLECTUAL PROPERTY NOR THE REGISTRABILITY OF ANY MORTON INTELLECTUAL PROPERTY.

13. *Notices.* All notices, requests, demands, consents, approvals and other communications ("*Notices*") permitted or required herein shall be in writing in the English language and sent by telecopier and certified or registered air mail, postage prepaid, return receipt requested, to the Parties set forth below.

In the case of Morton: Peter A. Morton
510 North Robertson Boulevard
Los Angeles, California 90048
Facsimile: (310) 652-8747
Attention: Brian Ogaz

In case of Licensee: HRHH IP, LLC
c/o Morgans Hotel Group
475 Tenth Avenue, 11th Floor
New York, New York 10018

Any Notice shall be deemed delivered ten days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Notices may also be delivered by (i) hand, (ii) special courier, or (iii) telegram, telex or other electronic written communication, provided that in any such case receipt of such notice is acknowledged by the addressee through appropriate return written communication.

14. *Applicable Law and Disputes.* This Agreement shall be governed by the law of the State of California, United States of America, without regard for its choice of law rules.

15. *Severability.* In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same is held to be invalid, illegal or unenforceable, had never been contained herein.

16. *Survivability.* Any covenant, representation, warranty, duty to indemnify, duties concerning Trade Secrets and/or confidentiality in this Agreement which, in order to be effective, or by its nature, must survive the termination or expiration of this Agreement, shall survive any such termination or expiration.

17. *Integration.* This Agreement represents the entire understanding between the Parties with respect to the licensing of the Morton Intellectual Property. This Agreement supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the Parties.

18. *Binding Effect.* Each, every and all of the terms hereof shall be binding upon and inure to the benefit of all Parties and their respective heirs, executors, administrators, successors, transferees, and assigns as the case may be.

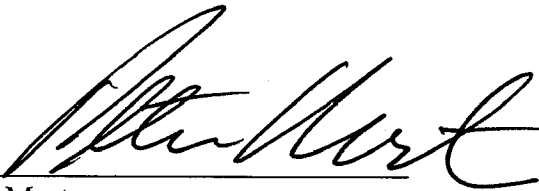
19. *Enforceability.* This Agreement constitutes the valid and binding agreements of all of the Parties, enforceable in accordance with its respective terms.

20. *Assignment.* Morton shall have the unconditional right to assign, transfer and/or convey any and all of Morton's rights, obligations and duties in this Agreement to any third

Person. Licensee shall not assign, transfer or convey any of Licensee's rights or obligations in this Agreement to any third Person. This Agreement is personal to Licensee. The sale of any stock, equities or other interests in Licensee to any third Person which entitles such third Person to Control Licensee shall be deemed an assignment, transfer and conveyance prohibited by this Section 20. Notwithstanding the foregoing, Licensee may assign or transfer this agreement to an Affiliate of Licensee in connection with an internal corporate reorganization, provided that and solely for so long as such Affiliate remains an Affiliate of Licensee.


21. *Further Assurances.* Morton and Licensee agree to execute such further documentation and perform such further actions, including the recordation of such documentation with appropriate authorities, as may be reasonably requested by the other party to evidence and effectuate further the purposes and intents set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the date first written above.



Peter Morton

HRHH IP, LLC

By: 

Name: Richard Szymanski
Title: Vice President/Treasurer

SCHEDULE 1

DEFINITIONS

“*Affiliates*” shall mean with respect to any Person, a Person which Controls, is Controlled by, or is under common Control with, the subject Person.

“*Agreement*” shall mean this License Agreement between the Parties.

“*Confidential Information*” shall mean the Content relating to, used in or arising out of a Party’s business, finances or other operations (whether held by, owned, licensed, possessed or otherwise existing in, at or about a Party’s offices or facilities and regardless of how the Content came into being, as well as regardless of who created, generated or gathered the Content), including, without limitation, all Content contained in, embodied in (in whatever Media whatsoever) or relating to a Party’s ideas, inventions, creations, works of authorship, works of visual art, business documents, contracts, agreements, computer software programs (including, without limitation, source code, object code and any other program format), databases, research and development information and data; *provided, however*, that “*Confidential Information*” shall not include information or data: (i) “generally publicly known,” (ii) “learned from third Persons” with a legal right to disclose such information to Recipient, or (iii) independently created by Recipient through efforts in no manner associated with or arising from any disclosure made by Presenter. Neither of the phrases in the previous sentence “generally publicly known” or “learned from third persons” shall be deemed to include the information and data set forth in patents despite the fact that patents have been published by the federal government, unless (i) such embodiment has otherwise been the subject of a publication for general public consumption (other than publication as a patent) or if that embodiment is otherwise utilized in the United States of America in the industry within which Presenter competes, to such an extent that such utilization is generally publicly known, or (ii) otherwise learned from third Persons after the disclosure made by Presenter. All provisions protecting “Confidential Information” in this Agreement shall be deemed to also protect Trade Secrets as well, but references to Trade Secrets shall not be deemed to automatically refer to “*Confidential Information*.”

“*Content*” shall mean all material, information, documents, matter, text, data, graphics, computer-generated displays and interfaces, images, photographs and works of whatsoever nature, including without limitation all compilations of the foregoing and all results of the expression of the foregoing whether in a format now known or hereinafter developed.

“*Control*” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, or the power to veto major policy decisions of any such Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Dollars*” and “*\$*” shall mean United States Dollars.

“Encumbrance” shall mean any lien, security interest, pledge, hypothecation, mortgage, or other encumbrance of whatsoever nature.

“Intellectual Property” shall mean all foreign, federal, state and common law trademarks, service marks, patents, copyrights, trade secrets, universal resource locators, domain names, trade dress, mask works, know how, show how, proprietary information and other intangible asset of whatsoever nature, as well as (a) all applications for registration or issuance and registrations and issuances relating thereto and arising therefrom, (b) all moral rights associated with the foregoing, and (c) all goodwill arising from the foregoing.

“Knows” shall mean the knowledge of such Person as well as that Person’s Affiliates, shareholders, officers, directors, management employees, agents or representatives.

“Licensed Marks” shall mean any rights within the Territory under the Morton trade mark and service mark PINK TACO and the Morton trade marks and service marks listed on Schedule 2 and the goodwill represented thereby.

“Media” shall mean print, optical means, television, telephony, radio, satellite, cable, wire, computer-based network, network, magnetic means, electronic means, Internet, intranet, and any other method (now known or hereinafter devised, invented or created) for the publication of Content, including without limitation, computer software, compact and laser disc, digital video displays, video cassettes, and multi-media means.

“Morton Confidential Information” shall mean Confidential Information associated with the Licensee Restaurant and the Products and Services owned, held, used or licensed by Morton.

“Morton Intellectual Property” shall mean all Intellectual Property associated with the Licensee Restaurant and the Products and Services owned, held or licensed by Morton, including, without limitation, the Licensed Marks, along with all designs and other marks, as well as the concept, design, uniform, menus and specialty drink recipes used in the operation of the Licensee Restaurant.

“Morton Trade Secrets” shall mean Trade Secrets associated with the Licensee Restaurant and the Products and Services owned, held, used or licensed by Morton.

“Notices” shall have the same meaning as set forth in Section 14 of this Agreement.

“Parties” shall mean both Licensee and Morton.

“Party” shall mean either Licensee or Morton.

“Person” shall mean any natural person, corporation, limited-liability company, limited-liability partnership, partnership, association, organization, trust, or any other entity whatsoever.

“Presenter” shall mean the actual Party disclosing Confidential Information to the other Party.

“Products” shall mean the items sold in the Licensee Restaurant.

“Recipient” shall mean the party that is the recipient of Confidential Information.

“Section” shall be deemed a reference to an enumerated provision of this Agreement. Section headings are used for convenience only and shall have no interpretive effect or impact whatsoever.

“Services” shall mean the ownership and operation of the Licensee Restaurant.

“Term” shall have the meaning as set forth in Section 3.

“Territory” shall mean the United States of America and territories of the United States of America.

“Trade Secrets” shall mean all methodologies (subject to same being the subject of an issued patent), pricing strategies, marketing approaches and other Confidential Information that the Presenter reasonably informs (in writing) the Recipient from time to time is a trade secret, as well as other Confidential Information reasonably the subject of trade secret protection under relevant and applicable state statutes (including, without limitation, the Uniform Trade Secrets Act as enacted in Nevada).

“Use” shall mean the incorporation, embodiment and/or application in literature and other documents related to the Services.

SCHEDULE 2
LICENSED MARKS

TRADEMARKS/ SERVICEMARKS	OWNER	SERIAL NUMBER	REGISTRATION NUMBER	STATUS	COMMENTS
Pink Taco	Peter Morton	75664679	2376167	Registered 08/08/00	Registered
Pink Taco	Peter Morton	75642520	2400891	Registered 10/31/00	Registered
Pink Taco	Peter Morton	75559309	2418093	Registered 01/02/01	Registered
Pink Taco Black Market Tequila	Peter Morton	76439769		Notice of Allowance issued 12/06/05	Pending
Pink Taco Black Market Hot Sauce	Peter Morton	76439770		Currently listed as abandoned at USPTO	Currently listed as abandoned at USPTO