

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cirque, Inc.		08/14/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Cirque Holdings, LLC		
Street Address:	1985 N.W. 18th Street		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33068		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2886689	DINNERACTIVE	
Registration Number:	2945963	CIRQUE DREAMS	
Serial Number:	78799508	SYMPHONY & CIRQUE POPULAIRE	
CORRESPONDENCE DATA			
Fax Number:	(702)949-8398		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(702) 949-8200		
Email:	TRADEMARKS-LASVEGAS@LRLAW.COM		
Correspondent Name:	Lewis and Roca LLP		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Ste. 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	42962.2;3;8		
NAME OF SUBMITTER:	Christopher M. Law		

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Signature:

/Christopher M. Law/

Date:

08/20/2007

Total Attachments: 3

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ASSIGNMENT

This assignment (the "Agreement") is between Cirque, Inc., a Florida corporation located at 1985 N.W. 18th Street, Pompano Beach, Florida 33068 ("Assignor") and Cirque Holdings, LLC, a Florida limited liability company located at 1985 N.W. 18th Street, Pompano Beach, Florida 33068 ("Assignee") and is effective as of the last date it is signed by either party below (the "Effective Date"). Assignor and Assignee may be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

1. Assignor owns all common law and statutory rights, as well as the associated goodwill, in and to the trademarks (the "Trademarks") and the applications/registrations (the "Filings") listed in Exhibit A.

2. Assignee desires to acquire, and Assignor desires to assign, all of Assignor's right, title, goodwill, and interest in and to the Trademarks and the Filings.

In consideration of the foregoing and the mutual promises, covenants and conditions set forth below, the Parties agree as follows:

AGREEMENT

1. ASSIGNMENT OF RIGHTS.

(a) Assignor agrees to and hereby assigns to Assignee all worldwide right, title, goodwill, and interest in and to the Trademarks and the Filings. Assignor further agrees to and hereby assigns to Assignee all claims and causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademarks and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademarks and collect damages therefor.

(b) Assignor agrees to and hereby assigns to Assignee any and all of Assignor's future rights, titles and interests that may vest in Assignor, on or after the Effective Date of this Agreement, in and to Trademarks that is developed by Assignor or that is developed by agents of the Assignor.

2. FURTHER ASSURANCES.

(a) Assignor agrees that, at any time and from time to time, it or its agents will promptly execute and deliver all further instruments and documents, and take all further action at the request of Assignee that may be necessary to implement, perfect or record the transfer contemplated by this Agreement. In the event an authorized representative of Assignor is not readily available to sign subsequent documentation implementing this Agreement, Assignor hereby grants Assignee a limited Power of Attorney to execute such documentation on its behalf.

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(b) Assignor agrees to cooperate with and assist Assignee in Assignee's obtaining, enforcing and defending its rights in the Trademarks and the Filings.

3. REPRESENTATIONS AND WARRANTIES.

Assignor hereby represents and warrants that it is the sole owner of the Trademarks and the Filings, that the Trademarks do not infringe the rights of any third parties, and that it has received no inquiries, complaints, or demands arising out of claims that the Trademarks infringe the rights of third parties.

4. PAYMENT.

In consideration for the assignment of the Trademarks and Filings, and subject to all of the terms and conditions contained in this Agreement, Assignee shall pay Assignor the sum of Five Thousand Dollars (\$5,000.00).

5. GOVERNING LAW.

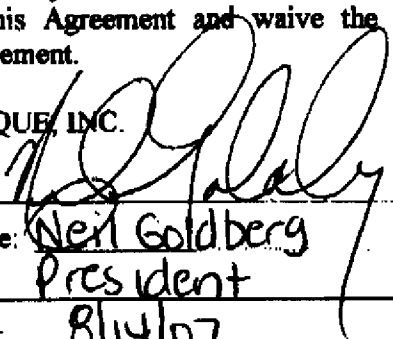
This Agreement shall be governed by the laws of the State of Florida, without regard to choice of law principles, except when federal law applies, in which case federal law shall control.

6. SEVERABILITY.

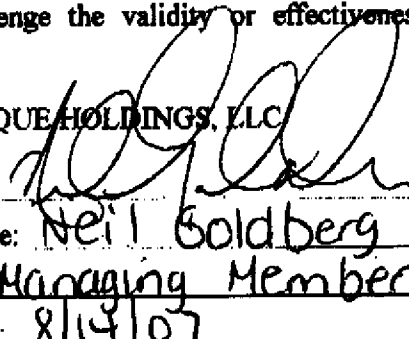
If any provision of this Agreement is deemed invalid in any jurisdiction, the provision shall be deemed modified in that jurisdiction to the extent necessary to make it valid, or if it cannot be so modified, then severed. The remainder of this Agreement shall continue in full force and effect as if the Agreement had been signed without the modified or eliminated provision.

By their execution below, the Parties hereto have agreed to all of the terms and conditions of this Agreement and waive the right to challenge the validity or effectiveness of this Agreement.

CIRQUE, INC.

By: 
Name: Neil Goldberg
Its: President
Date: 8/14/07

CIRQUE HOLDINGS, LLC

By: 
Name: Neil Goldberg
Its: Managing Member
Date: 8/14/07

**EXHIBIT A
TRADEMARK FILINGS**

Marks: **DINNERACTIVE, Registration No. 2,886,689**
 CIRQUE DREAMS, Registration No. 2,945,963
 SYMPHONY & CIRQUE POPULAIRE, Registration No. 3,208,066