

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kim Canteenwalla		09/01/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kerry Simon		
<b>Street Address:</b>	520 S. Fourth Street		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89101		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78608537	SIMON STEAK	
<b>Registration Number:</b>	3217004	SIMON KITCHEN AND BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)286-0488		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	310 985 4283		
<b>Email:</b>	mpilosof@ipbymbp.com		
<b>Correspondent Name:</b>	Maurice B. Pilosof		
<b>Address Line 1:</b>	P.O. Box 691937		
<b>Address Line 4:</b>	West Hollywood, CALIFORNIA 90069		
<b>NAME OF SUBMITTER:</b>	Maurice B. Pilosof		
<b>Signature:</b>	/Maurice B. Pilosof/		
<b>Date:</b>	09/28/2007		

OP \$65.00 78608537

Total Attachments: 2

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK** (this "Agreement") is entered into as of September 1<sup>st</sup> 2007 by and between Kim Canteenwalla, (the "Assignor") and Kerry Simon, as assignee (the "Assignee"). Assignor and Assignee shall be collectively referred to herein as the "Parties".

### RECITALS

**WHEREAS**, Assignor is a co-registrant of U.S. Trademark Registration No. 3,217,004 (the "Registration") for the trademark **SIMON KITCHEN AND BAR** for café, restaurant and bar services;

**WHEREAS**, Assignor and Assignee have applied to register the mark **SIMON STEAK** for café, restaurant and bars services with the on the Principal Register of the United States Trademark Office which trademark application has been assigned Serial No. 78608537 (the "Application");

**WHEREAS**, Assignor and Assignee filed the above-recited U.S. Trademark Application for the **SIMON STEAK** trademark based on Assignor and Assignee's bona fide intent to use the mark in commerce;

**WHEREAS**, Assignor and Assignee own all right, title and interest in and to the **SIMON STEAK** trademark and application therefore, and the business and the goodwill of the business relating to said trademark;

**WHEREAS**, Assignee is the successor to the Assignor's interest in the business to which the marks pertain; and

**WHEREAS**, Assignor desires to grant and Assignee desires to acquire an assignment of the U.S. Trademark Registration No. 3,217,004 for the trademark **SIMON KITCHEN AND BAR** and U.S. Trademark Application Serial No. 78608537 for the trademark **SIMON STEAK**, collectively referred to herein as the "Trademarks", together with the goodwill of the business connected, appurtenant, and symbolized by the respective trademarks;

**NOW THEREFORE**, in consideration of the mutual promises confirmed in this Agreement, and for Ten Dollars and 00/100 (\$10.00) and other good, and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement, intending to be legally bound agree as follows:

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1. **Assignment.** Assignor does hereby assign unto Assignee all Assignor's right, title, interest, and claims in and to Assignor's interest in and to the Trademarks, and to the goodwill of the business connected with the use of, and symbolized by the Trademarks.

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (1) to endorse and/file of record, all assignment documents, (2) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim right or title of any kind, in or to the Trademarks, (3) to defend or compromise any and all actions, suits, or proceedings in respect of the Trademarks, and (4) to take all action which Assignee may deem proper with respect to the Trademarks. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable.

3. **Consideration.** Assignor hereby represents and warrants to Assignee that Assignee has paid Assignor good, valuable and adequate consideration for the assignment of the Trademarks, and Assignor acknowledges receipt thereof.

4. **Representations and Warranties.** Assignor represents and warrants to Assignee that Assignor has title and interest in the Trademarks, as set forth in the Registration and the pending Application, and its agents, representatives and affiliates have not encumbered, transferred, hypothecated or assigned an interest in the Trademarks, in whole or in part, at any time.

5. **Integration.** No promise, representation or inducement to enter into this Agreement, except as expressly stated herein, has been made by or to, or relied on by any parties. This Agreement contains the entire agreement between Assignor and Assignee and the terms hereof supersede all prior discussions, understandings, or agreements between Assignor and Assignee relative to the subject matter hereof. This Agreement may only be amended by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ASSIGNOR

By:   
Name: Kim Canteenwalla

ASSIGNEE

By:   
Name: Kerry Simon