

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
Ceviche Restaurant, Inc.		12/06/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Ceviche Tapas Florida, LLC		
Street Address:	1314 S. DeSoto Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33606		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3343793	CEVICHE TAPAS BAR & RESTAURANT	
CORRESPONDENCE DATA			
Fax Number:	(716)849-0349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(716) 856-4000		
Email:	ksuzan@hodgsonruss.com		
Correspondent Name:	Kenneth D. Suzan		
Address Line 1:	Hodgson Russ LLP		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	054039.00001		
NAME OF SUBMITTER:	Kenneth D. Suzan		
Signature:	/Kenneth D. Suzan/		
Date:	12/17/2007		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the date undersigned (the "Effective Date"), is entered into by and between Ceviche Restaurant, Inc., a Florida Profit Corporation with its principal place of business at 2109 Bayshore Blvd. Suite 107, Tampa, FL 33609 ("Assignor", which expression shall include Assignor's personal representatives and successors in title), and Ceviche Tapas Florida, LLC, a Florida Limited Liability Company, with its principal place of business located at 1314 S. DeSoto Avenue, Tampa, FL 33606 ("Assignee") (hereinafter referred to collectively as "the Parties" or individually as "the Party").

WHEREAS, Assignor represents that it is the lawful owner of a federal trademark registration on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the mark CEVICHE TAPAS BAR & RESTAURANT, Registration No, 3,343,793, for "Restaurant and bar services" in International Class 043 (hereafter "the Trademark") and owns any and all rights in and to the Trademark; and

WHEREAS, Assignor represents that the Trademark is being used in commerce; and

WHEREAS, Assignor represents that the Trademark has not been abandoned; and

WHEREAS, Assignor has good right to sell and transfer all rights, title and interests in and to the Trademark to Assignee; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1.0 Assignor represents and warrants that Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and Assignor is the owner of any and all rights, title and interest in and to the Trademark, including all intellectual property rights and associated goodwill, and owns all rights granted hereunder free and clear of any liens or encumbrances.
- 2.0 Assignor hereby irrevocably sells, grants, conveys, transfers, and assigns to the Assignee, and Assignee's successors and assigns, all of Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademark, (and all extensions and renewals of the Trademark, and all extensions and renewals of any trademark application and registration resulting therefrom, and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademark and all other rights and privileges enjoyed by Assignor as owner of the Trademark. Assignor further assigns to Assignee any and all rights to apply for registration in the United States Patent and Trademark Office and throughout the world for the Trademark and variations thereof (in addition to the above-listed Trademark) and all rights to renewals and extensions for any such trademark application and registration resulting therefrom.
- 3.0 Assignor further assigns unto Assignee any and all rights to causes of action and remedies related to the Trademark.
- 4.0 The rights, title, and interest assigned to Assignee herein include, but are not limited to, the right to use the Trademark in any manner chosen by Assignee.

- 5.0 This Agreement shall continue in perpetuity; the rights assigned to Assignee are not limited in time or territory.
- 6.0 Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademark, and Assignor grants Assignee all rights to sublicense any and all rights and interests granted to Assignor.
- 7.0 Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of Assignee in and to the Trademark, and to effectuate this Agreement without any further payment.
- 8.0 Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademark is owned, and will be owned, solely by Assignee.
- 9.0 This Agreement is the full and complete understanding between the Parties relating to the subject matter hereof. This Agreement may be altered or modified only by a writing duly executed by both its signatories.
- 10.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 11.0 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 12.0 This Assignment and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in Hillsborough County, Florida or in the United States District Court for the Middle District of Florida, Tampa Division.
- 13.0 Assignor and Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors, and assigns.
- 14.0 This Agreement may be executed in two (2) identical counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. If not executed on the same date, then the Effective Date shall be the latter of the date entered by the undersigned Parties.

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6 IN WITNESS WHEREOF, the undersigned Assignor hereby executes this Agreement on this day of December 2007.

For and on behalf of
CEVICHE RESTAURANT, INC.

By: [Signature]
Name: Gordon Davis
Title: President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing Assignment was acknowledged before me this 6th day of December, 2007, by Gordon Davis, who is FL Drivers License as identification.

[Signature]
Notary Public (signature)
Kerri L. Sabato
Notary Public (print or type)

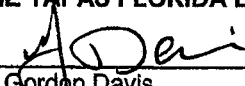
Serial No. DD671662
My commission expires: May 8, 2011

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6th IN WITNESS WHEREOF, the undersigned Assignee hereby executes this Agreement on this day of December, 2007.

For and on behalf of
CEVICHE TAPAS FLORIDA LLC.,

By: 
Name: Gordon Davis
Title: Manager

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