

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Margaritaville Enterprises, LLC		05/28/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Guggenheim Corporate Funding, LLC
Street Address:	135 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Serial Number:	77149783	A1A
Serial Number:	77310625	BOOZE IN THE BLENDER
Serial Number:	77130692	CARIBBEAN SOLE
Serial Number:	77092373	CHEESEBURGER IN PARADISE
Serial Number:	77167589	
Serial Number:	77152814	FINS UP!
Serial Number:	77269320	FLORIDAYS
Serial Number:	77269323	FLORIDAYS
Serial Number:	77310623	FROZEN CONCOCTION
Serial Number:	77310605	FROZEN CONCOCTIONS, THAT HELP ME HANG ON
Serial Number:	77199135	HAVANA DAYDREAMIN
Serial Number:	77364105	IN SEARCH OF MARGARITAVILLE
Serial Number:	77385361	IN SEARCH OF MARGARITAVILLE
Serial Number:	77364104	IN SEARCH OF MARGARITAVILLE

CH \$1765.00 77149783

Serial Number:	77385360	IN SEARCH OF MARGARITAVILLE
Serial Number:	77215523	JIMMY BUFFETT
Serial Number:	77348179	JIMMY BUFFETT'S AT THE BEACHCOMBER
Serial Number:	77348178	JIMMY BUFFETT'S AT THE BEACHCOMBER
Serial Number:	77259129	JIMMY BUFFETT'S MARGARITAVILLE SMUGGLER'S HOLD
Serial Number:	77215521	JIMMY BUFFETT'S
Serial Number:	77310627	LICENSE TO CHILL
Serial Number:	77364109	LICENSE TO CHILL
Serial Number:	77385370	LICENSE TO CHILL
Serial Number:	77385363	LICENSE TO CHILL
Serial Number:	77385367	LICENSE TO CHILL
Serial Number:	77385376	LICENSE TO CHILL
Serial Number:	77385379	LICENSE TO CHILL
Serial Number:	77385385	LICENSE TO CHILL
Serial Number:	77364111	LICENSE TO CHILL
Serial Number:	77364108	LICENSE TO CHILL
Serial Number:	77364107	LICENSE TO CHILL
Serial Number:	77364106	LICENSE TO CHILL
Serial Number:	77362938	ROCK THE SLOPES
Serial Number:	77083698	MARGARITAVILLE
Serial Number:	77326934	MARGARITAVILLE
Serial Number:	77090785	MARGARITAVILLE
Serial Number:	77092371	MARGARITAVILLE
Serial Number:	77090776	MARGARITAVILLE
Serial Number:	77090781	MARGARITAVILLE
Serial Number:	77090787	MARGARITAVILLE
Serial Number:	77090784	MARGARITAVILLE
Serial Number:	77090783	MARGARITAVILLE
Serial Number:	77083694	MARGARITAVILLE
Serial Number:	77432027	MARGARITAVILLE
Serial Number:	77090786	MARGARITAVILLE
Serial Number:	77397400	MARGARITAVILLE BREADED CALAMARI
Serial Number:	77397398	MARGARITAVILLE CALAMARI
Serial Number:	77310621	MARGARITAVILLE CARGO
Serial Number:	77310622	MARGARITAVILLE CARGO

Serial Number:	77397385	MARGARITAVILLE CRAB
Serial Number:	77397394	MARGARITAVILLE CRAB CAKES
Serial Number:	77326926	MARGARITAVILLE DIP
Serial Number:	77326919	MARGARITAVILLE GUACAMOLE
Serial Number:	77326924	MARGARITAVILLE HUMMUS
Serial Number:	77326923	MARGARITAVILLE SALSA
Serial Number:	77326929	MARGARITAVILLE SPREAD
Serial Number:	77326931	MARGARITAVILLE TORTILLA CHIPS
Serial Number:	77152809	MUSH MON!
Serial Number:	77152810	MUSH MON!
Serial Number:	77152808	MVILLE
Serial Number:	77154173	ONLY GIRL IN TOWN
Serial Number:	77154163	ONLY GIRL IN TOWN
Serial Number:	77154174	ONLY GIRL IN TOWN
Serial Number:	77296953	PARADISE PASSION FRUIT
Serial Number:	77215518	PARROTHEAD
Serial Number:	77152813	PORT OF INDECISION
Serial Number:	77259127	SMUGGLER'S HOLD
Serial Number:	77154171	THE WOMAN TO BLAME
Serial Number:	77154166	THE WOMAN TO BLAME
Serial Number:	77154161	THE WOMAN TO BLAME

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123108000
Email: jessica.ryan@weil.com, suzanne.inglis@weil.com
Correspondent Name: Jessica Ryan c/o Weil, Gotshal & Manges
Address Line 1: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	51014.0025
NAME OF SUBMITTER:	Jessica Ryan
Signature:	/Jessica Ryan/
Date:	06/12/2008

Total Attachments: 25

TRADEMARK
REEL: 003794 FRAME: 0431

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 28, 2008, by the entity listed on the signature page hereof (the "Grantor"), in favor of Guggenheim Corporate Funding, LLC as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

W i t n e s s e t h:

WHEREAS, pursuant to the Credit Agreement, dated as of December 20, 2006 (as the amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Margaritaville Holdings LLC, as Holdings, Margaritaville Holdings II, LLC, as New Holdings, Margaritaville Enterprises, LLC, as the Borrower, the banks and other financial institutions party thereto, as the Lenders, and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement of even date herewith in favor of the Administrative Agent (the "Guarantee and Collateral Agreement") pursuant to which they have guaranteed the Obligations and to which they are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark

or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Guarantee and Collateral Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Ownership of Trademarks

Nothing contained in this Agreement, the Credit Agreement, or the Guarantee and Collateral Agreement, nor any act, omission, or circumstance may be construed as: (a) directly or indirectly conveying to the Administrative Agent any rights in and to the Trademarks (other than the security interest granted pursuant to the Guarantee and Collateral Agreement and all rights with respect thereto) or (b) conveying to the Administrative Agent any right of prior approval of, or any right to prevent the granting of, or any right to rescind any license of any of the Trademarks granted by the Grantor or Grantors, including, without limitation, the License-Back (the "License-Back") to Jimmy Buffett pursuant to the Intellectual Property Contribution and License-Back Agreement dated as of December 20, 2006 by and between Jimmy Buffet and JB Intellectual Property, LLC and to which certain of the Trademarks are subject.

Section 5. Acknowledgement by Administrative Agent

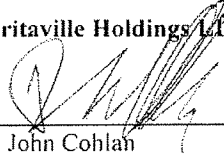
The Administrative Agent acknowledges and agrees that the security interest granted herein, in the Guarantee and Collateral Agreement and in any related document is subject to the License-Back to Jimmy Buffett, and any and all rights of the Administrative Agent in the event of default by one or more Grantors shall be subject to Jimmy Buffett's rights under such License-Back. The Administrative Agent shall not sell or otherwise dispose of any Trademark Collateral unless the prospective assignee acknowledges that such prospective assignee's rights are subject to Jimmy Buffett's rights under the License-Back. The Administrative Agent agrees that Jimmy Buffett may rely on the acknowledgments and agreements of the Administrative Agent set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARGARITAVILLE ENTERPRISES, LLC

By: **Margaritaville Holdings LLC**, its Manager

By:  _____

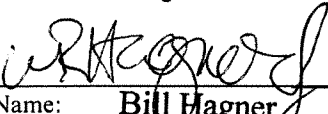
Name: John Cohlman

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Administrative Agent

By: 
Name: **Bill Hagner**
Title: **Managing Director**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I
to
Trademark Security Agreement

Dated May 28, 2008

INCLUDE ONLY U.S. INTELLECTUAL PROPERTY

- A. REGISTERED TRADEMARKS
- B. TRADEMARK APPLICATIONS

See attached docket for all U.S. trademark applications and registrations made during the period of December 21, 2006 through May 28, 2008 (the "Covered Period").

- C. TRADEMARK LICENSES

The following Trademark Licenses have been entered into during the Covered Period.

1. Charleston Store

Margaritaville Charleston, LLC operates a retail store located at 282 King Street, Charleston, South Carolina 29401. A License Agreement was entered into by and among Jimmy Buffett, Margaritaville Enterprises, LLC and The Margaritaville Store of Charleston, LLC, effective December 20, 2006, pursuant to which, *inter alia*, Margaritaville Enterprises, LLC granted to The Margaritaville Store of Charleston, LLC a non-exclusive, non-assignable, non-transferable license, without the right to grant sublicenses, to use certain trademarks solely in connection with the operation of souvenir store in Charleston, South Carolina.

2. Cancun Airport Restaurant

Services and Sub-License Agreement, dated effective December 20, 2006, by and between Margaritaville Mexico, LLC and ABT3 S.A. de C.V. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Mexico, LLC grants to ABT3 S.A. de C.V., an exclusive license to operate a Margaritaville restaurant in the Peninsula of Quintana Roo, Mexico¹ using Margaritaville Enterprises, LLC's trademarks and the trade secrets, recipes, designs, intellectual property, and operating system used at Jimmy Buffett's Margaritaville in Orlando, Florida. The Agreement has a term beginning on April 30, 2007, for a five year term (the "Initial Term"), with two five year renewal periods (the "Renewal Periods"). However, at the option of ABT3 S.A. de C.V., the Initial Term and the Renewal Periods can be either three or four years instead of five years, if the Lease Agreement entered into between ABT3 S.A. de C.V. and ASUR is less than five years for either the Term or the Renewal Period.

The Agreement explicitly excludes the right to use CHEESEBURGER IN PARADISE as the name of a restaurant, the right to use MARGARITAVILLE as a promotional slogan in connection with the sale of margarita cocktails in restaurants in the U.S., the right to use DON'T

¹ The Cozumel Restaurant, owned by M.V. Cozumel S.A. de C.V., of which the Chief Executive Officer is Rafael Aguirre, is also located on the Peninsula of Quintana Roo, Mexico.

STOP THE CARNIVAL for any goods and services, and the right to use A1A & Design for clothing and hats.

3. Cozumel Restaurant

Services and Sub-License Agreement, dated March 30, 2007, by and between Margaritaville Mexico, LLC and MV Cozumel S.A. de C.V. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Mexico, LLC grants to M.V. Cozumel S.A. de C.V., an exclusive license to operate a Margaritaville restaurant in the Peninsula of Quintana Roo, Mexico using Margaritaville Enterprises, LLC's trademarks and the trade secrets, recipes, designs, intellectual property, and operating system used at Jimmy Buffett's Margaritaville in Orlando, Florida. The Agreement was executed on March 30, 2007, for a ten year term, with two ten year renewal periods.

The Agreement explicitly excludes the right to use CHEESEBURGER IN PARADISE as the name of a restaurant, the right to use MARGARITAVILLE as a promotional slogan in connection with the sale of margarita cocktails in restaurants in the U.S., the right to use DON'T STOP THE CARNIVAL for any goods and services, and the right to use A1A & Design for clothing and hats.

4. Phoenix Restaurant

Trademark License Agreement, dated May 21, 2007, by and between Margaritaville Enterprises, LLC and Margaritaville of Phoenix, LLC. Pursuant to the Agreement, Margaritaville Enterprises, LLC grants to Margaritaville of Phoenix, LLC a non-exclusive, non-transferable license to use certain trade names, service marks and trademarks, the Margaritaville Restaurant concept and operating system and all elements thereof including (without limitation) recipes, and operating technologies in connection with the operation of a Margaritaville Restaurant in Maricopa County, Arizona. The Agreement explicitly excludes the right to use the mark DON'T STOP THE CARNIVAL for any goods and services and CHEESEBURGER IN PARADISE as the name of a restaurant.

5. Panama City Restaurant

Trademark License Agreement, dated January 29, 2007, by and between Margaritaville Enterprises, LLC and Margaritaville of Panama City, LLC. Pursuant to the Agreement, Margaritaville Enterprises, LLC grants to Margaritaville of Panama City, LLC a non-exclusive, non-transferable license to use certain trade names, service marks and trademarks, the Margaritaville Restaurant concept and operating system and all elements thereof including (without limitation) recipes, and operating technologies in connection with the operation of a Margaritaville Restaurant in Panama City, Florida. The Agreement explicitly excludes the right to use the mark DON'T STOP THE CARNIVAL for any goods and services and CHEESEBURGER IN PARADISE as the name of a restaurant.

6. Biloxi Casino/Hotel/Restaurant/Logo Store

Trademark Sub-License Agreement, dated May 7, 2007, by and between Margaritaville of Biloxi, LLC and Grand Casinos of Mississippi, Inc. - Biloxi ("Grand Casinos"), as amended by First Amendment to Trademark Sub-License Agreement, dated January 22, 2008 and Second Amendment to Trademark Sub-License Agreement, dated May 28, 2008. Pursuant to this Agreement, Margaritaville grants to Grand Casinos (a subsidiary of Harrah's Casinos) a license to

use Margaritaville's intellectual property in connection with a gaming, retail, restaurant, entertainment and resort complex on certain portions of the Biloxi, Mississippi real estate where the projects commonly known as "Grand Biloxi" and "Casino Magic" are located or were formerly located. The Term of the Agreement is thirty (30) years from the Opening Date of the project, unless sooner terminated in accordance with the termination provisions of the Agreement.

The license grant is exclusive with respect to the Competing Casino Territory, the Competing Hotel Territory and the Competing Margaritaville Territory. Such terms are defined as follows:

"Competing Casino Territory" – shall mean: (i) Florida; (ii) Georgia; (iii) Alabama; (iv) Mississippi; (v) Louisiana; and (vi) the Gulf Coast of Texas, stretching from the Louisiana border to and including Corpus Christi, and the area within seventy-five (75) miles inland along such coastal stretch;

"Competing Hotel Territory" – shall mean: (i) the West Coast of Florida stretching from and including Miami to the Alabama border and the area within twenty-five (25) miles inland along such coast stretch; (ii) Georgia; (iii) Alabama; (iv) Mississippi; (v) Louisiana; and (vi) the Gulf Coast of Texas, stretching from the Louisiana border to and including Corpus Christi, Texas and the area within seventy-five (75) miles inland along such coastal stretch;

"Competing Margaritaville Restaurant and Logo Store Territory" – shall mean: (i) the Gulf Coast stretching from and including Miami, Florida, to and including Corpus Christi, Texas and the area within twenty-five (25) miles inland along the portion of such coastal stretch from and including Miami, Florida to the Alabama border and the area within seventy-five (75) miles inland along the portion of such coastal stretch from the Alabama border to and including Corpus Christi, Texas, but excluding (a) the existing Margaritaville-branded restaurants in Panama City, Florida and New Orleans, Louisiana and (b) the city of Galveston, Texas; (ii) Georgia, excluding the city of Atlanta; (iii) Alabama; (iv) Mississippi; and (v) Louisiana.

"Lock-out". The license grant is also subject to a lock-out, which provides that Margaritaville will not engage in any gaming business, or a hotel business operating in conjunction with a gaming business, anywhere in the world prior to the earlier of: (a) September 30, 2011; or (b) nine months after the opening date of the Biloxi project.

"Harrah's-Biloxi Trademark Rights". The license specifies that Margaritaville and/or its Affiliates shall not use, license or otherwise convey the use of any trademarks or trade dress they own or control, including trademarks and trade dress that are not within the definition of Margaritaville Intellectual Property, if such trademarks or trade dress: (a) constitute the name of Grand Casinos' Project or, subject to the terms of the Agreement, are otherwise developed specifically for and are used in connection with the Project; and/or (b) incorporate a material element that would, on a commercially reasonable basis, be primarily associated with the Project or the Competing Casino Territory. For example, a landmark that a substantial number of people associate with Biloxi, Mississippi, would, be such an element. Another example would be a map of the Gulf Coast of Mississippi. In contrast, as another example, except for a particular, memorable shade of a color, no use of any color would be such an element. Moreover, except for a virtually identical copy, no items such as palm trees and sea planes would be such an element.

Pursuant to the January 22, 2008 Amendment, Grand Casinos agreed to waive certain provisions in the Agreement with respect to Margaritaville's ability to license, sub-license, franchise, own, operate, manage, endorse, sponsor or enter into an agreement to conduct the combined gaming business, hotel business and Margaritaville restaurant and logo store business in Atlantic City, New Jersey.

Pursuant to the January 22, 2008 Amendment, Margaritaville agreed that if it did enter into an agreement for any gaming business, either on a stand-alone basis or as part of a combined gaming business and hotel business or in combination with any restaurant or other operation (all of the foregoing, a "Related Gaming Operation") anywhere in the world, and such Related Gaming Operation displays any of the Margaritaville Intellectual Property, then Margaritaville shall ensure that each such Related Gaming Operation is operated: (i) in accordance with all applicable laws; (ii) at a level of operating standards, which is not lower than those of the Project; and (iii) in all cases, so as not to negatively impact the image, reputation or public perception of the Project. The Parties acknowledged and agreed that the existence itself of a "Margaritaville"-branded hotel and/or casino in Atlantic City shall not be deemed to negatively impact the image, reputation or public perception of the Project.

Pursuant to the May 28, 2008 Amendment, Grand Casinos agreed to waive certain provisions in the Agreement with respect to Margaritaville's ability to license, sub-license, franchise, own, operate, manage, endorse, sponsor or enter into an agreement to conduct the combined gaming business, hotel business and Margaritaville restaurant and logo store business in Atlantic City, New Jersey and in Jamaica. Pursuant to the Amendment, with respect to Atlantic City, Margaritaville is entitled to open such a business in Atlantic City on or after May 28, 2010. With respect to Jamaica, Margaritaville is entitled to open such a business in Jamaica on or after January 1, 2011.

Anytime before January 1, 2011, Margaritaville is entitled to open a "Temporary Casino" in Jamaica, including use of the Margaritaville Intellectual Property, provided that the name of the Temporary Casino shall not contain the word "Margaritaville." However, Margaritaville can advertise the Temporary Casino as "Coming Soon a Margaritaville Resort"; participate in the sale and marketing of timeshare units and existing condo units at the Jamaica development; collect any fees earned in connection with the Jamaica development; or invest capital in furtherance of any of the above.

7. License Agreement Between Margaritaville Tequila, LLC and LUXCO, Inc.

Trademark Sub-License Agreement, dated January 1, 2007, between Margaritaville Tequila, LLC and LUXCO, Inc. Margaritaville Tequila, LLC, a wholly-owned and licensed subsidiary of Margaritaville Enterprises, LLC, grants to LUXCO, Inc. an exclusive license to source tequila and other raw materials, contract with distilleries, import, process, bottle, label, store, sell, bill and collect money and all other reasonably necessary activities, except sell, market and promote (the "Services"), solely with respect to alcohol beverages for which the tequila and other raw materials are sourced, under the MARGARITAVILLE mark, excluding beer and wine (the "Products") for licensed wholesaler-distributors, state agencies and any other person or entity, if they are legally entitled and included in a list pursuant to the License Agreement to order Products under the License Agreement (the "Customers"). Under the License Agreement, Margaritaville Tequila, LLC retains the right to sell, market and promote the Products. The License Agreement has an initial term of five years from January 1, 2007, with automatic one-year extensions (unless terminated pursuant to the License Agreement).

8. License Agreement between Margaritaville Malt Beverages, LLC and Anheuser-Busch, Incorporated

Margaritaville Malt Beverages, LLC, a wholly-owned and licensed subsidiary of Margaritaville Enterprises, LLC, grant to Anheuser-Busch, Inc. an exclusive, non-assignable license to use and exploit the mark LANDSHARK LAGER to manufacture, label, package, distribute, advertise, market, promote and sell malt beverage products. License Agreement is dated March 1, 2007 for a term expiring on December 31, 2026 (the "Initial Term"), and shall automatically renew for a subsequent 20-year term (the "First Renewal Term"). Upon completion of the First Renewal Term, the License Agreement shall automatically renew for one additional subsequent 20-year term (the "Second Renewal Term"). However, neither the First Renewal Term nor the Second Renewal Term shall not be automatically renewed if certain performance standards are not met.

9. Jimmy Buffett's at the Beachcomber Restaurant

Trademark License Agreement, dated February 12, 2008, by and between Margaritaville Enterprises, LLC and Margaritaville of Honolulu, LLC d/b/a Jimmy Buffett's at the Beachcomber ("Beachcomber"). Pursuant to the Agreement, Margaritaville Enterprises, LLC grants to Beachcomber a non-exclusive, non-transferable license to use certain trade names, service marks and trademarks, the Margaritaville Restaurant concept and operating system and all elements thereof including (without limitation) recipes, and operating technologies in connection with the operation of a Margaritaville Restaurant in Honolulu, Hawaii. The Agreement explicitly excludes the right to use the mark DON'T STOP THE CARNIVAL for any goods and services and CHEESEBURGER IN PARADISE as the name of a restaurant.

Notwithstanding the license grant or any other provision of the Agreement, Beachcomber agrees to operate the Restaurant, including all signs and advertising therefor, under the trade name "Jimmy Buffett's at the Beachcomber"; provided, however, that the parties shall use commercially reasonable efforts to secure the right to use the trade name "Margaritaville" as the name of the Restaurant and, if successful, shall within a commercially reasonable time (not to exceed one-hundred-eighty (180) days after having secured said right) change the name of the Restaurant from "Jimmy Buffett's at the Beachcomber" to either "Jimmy Buffett's Margaritaville Café", "Margaritaville Café" or "Margaritaville" (with corresponding changes to Beachcomber's signage, advertising, promotional materials and all other items reflecting the "Jimmy Buffett's at the Beachcomber" name or logo).

10. **Atlantic City Casino/Hotel/Restaurant/Logo Store**

Letter and Binding Term Sheet, dated May 28, 2008 (collectively, the "Agreement"), by and between Margaritaville of Atlantic City, LLC and Coastal Marina, LLC ("Coastal"). Pursuant to this Agreement, Margaritaville grants to Coastal a license to use Margaritaville's intellectual property in connection with a gaming, retail, restaurant, entertainment and resort complex on certain portions of the Atlantic City, New Jersey real estate where the project commonly known as "Trump Marina Hotel and Casino" is located or was formerly located (the "Marina Property"). Such grant is contingent upon Coastal's successful acquisition of the Marina Property from Donald Trump. The Term of the Agreement is twenty (20) years from the opening date of the project, unless sooner terminated in accordance with the termination provisions of the Agreement. The Term may be extended for up to three (3) additional ten (10) year periods at Coastal's option.

With respect to a hotel and/or casino business, the license grant is exclusive within a radius of 175 miles from the Marina Property. Margaritaville shall be precluded from using or licensing the licensed marks to the Mohegan Tribe of Indians of Connecticut to own or operate a hotel business or casino business at the Mohegan Sun property in Connecticut: (i) for a period of four (4) years from the date of the Agreement; and (ii) during the Term of the Agreement, if: (X) Margaritaville and a Richard Fields -controlled entity open a hotel and/or casino project with the Boston metropolitan area with four (4) years from the date of the Agreement; or (Y) a new 500-room tower is built at the Atlantic City project using Margaritaville intellectual property within four (4) years from the date of the Agreement.

With respect to a restaurant and/or logo store business, the license grant is exclusive within a radius of 175 miles from the Marina Property, with the exceptions of the New York City or Baltimore metropolitan areas and the Mohegan Sun property in Connecticut.

Report 8 - TM File - Listing by Reg. Owner with Goods

TMID	Registered Owner	Country	Trademark	Class	App No /App date	Reg No/ Reg Date	Status	Goods
101885-010800-09550	Buffett, Jimmy	Antigua & Barbuda	LANDSHARK LAGER	33			PEN	Class 33 (Local Class 49): Distilled liquors, liquors, rum, gin, vodka, tequila, wine, wine coolers, prepared wine coolers, and alcoholic punches.
101885-010800-0602	Margaritaville Enterprises, LLC	Antigua & Barbuda	DESIGN (fin island)	32	22-Dec-2006		PEN	Class 32: Beer.
101885-010800-0549	Margaritaville Enterprises, LLC	Antigua & Barbuda	LANDSHARK LAGER	32	28-Nov-2007		PEN	Class 32 (Local Class 43): Beer, ale, porter, stout, lager, non-alcoholic beer and malt beverages.
101885-010800-0603	Margaritaville Enterprises, LLC	Aruba	DESIGN (fin island)	32	22-Dec-2006		REG	Class 32: Beer.
101885-010800-0579	Margaritaville Enterprises, LLC	Australia	DESIGN (fin island)	32	7111411	26902	REG	Class 32: Beer.
101885-010800-0633	Margaritaville Enterprises, LLC	Australia	JIMMY BUFFETT	9, 41	14-Nov-2007	14-Dec-2007	REG	Class 32: Beer.
101885-010800-0633	Margaritaville Enterprises, LLC	Australia	JIMMY BUFFETT	9, 41	1206681	1206681	REG	Class 32: Beer.
101885-010800-0633	Margaritaville Enterprises, LLC	Australia	JIMMY BUFFETT	9, 41	24-Oct-2007	11-Mar-2008	PEN	Class 9: Series of musical sound recordings.
101885-010800-0632	Margaritaville Enterprises, LLC	Australia	MARGARITAVILLE	43	20-Mar-2008		PEN	Class 41: Entertainment services including services in the nature of live musical performances by a solo recording artist.
101885-010800-0632	Margaritaville Enterprises, LLC	Australia	MARGARITAVILLE	43	1231298		PEN	Class 43: Restaurant, bar and nightclub services; hotels; resort hotels; providing temporary housing accommodation services at hotels; providing temporary housing accommodation services at resorts, villas and condominiums.
101885-010800-0605	Margaritaville Enterprises, LLC	Barbados	DESIGN (fin island)	32	20-Mar-2008		PEN	Class 43: Hotels; resort hotels; providing temporary housing accommodation services at hotels; providing temporary housing accommodation services at resorts, villas and condominiums.
101885-010800-0598	Margaritaville Enterprises, LLC	Canada	DESIGN (fin island)	32	15-Nov-2007		PEN	Class 32: Beer.
101885-010800-0625	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE	30	1369007		PEN	Class 32: Beer.
101885-010800-0625	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE	30	24-Oct-2007		PEN	Class 30: Salsa, tortilla chips, tortillas, pita chips, salad dressings.
101885-010800-0625	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE	30	1371765		PEN	Class 30: Salsa, tortilla chips, tortillas, pita chips, salad dressings.
101885-010800-0625	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE	30	13-Nov-2007		PEN	Class 30: Salsa, tortilla chips, tortillas, pita chips, salad dressings.

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TMID	Registered Owner	Country	Trademark	Class	App No /App date	Reg No/ Reg Date	Status	Goods
101885-010800-0624	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE	29	1371764		PEN	Class 29: Vegetable based spreads, meat based spreads, cheese spreads, dips (excluding salsa and other sauces used as dips), bean dips, snack dips, cheese dips, dairy based dips, guacamole, hummus, chile con queso.
101885-010800-0629	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE BREADED CALAMARI	29	1383985	20-Feb-2008	PEN	Class 29: Pre-packaged calamari for human consumption.
101885-010800-0628	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE CALAMARI	29	1384000	20-Feb-2008	PEN	Class 29: Pre-packaged calamari for human consumption.
101885-010800-0626	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE CRAB	29	1383993	20-Feb-2008	PEN	Class 29: Pre-packaged crab for human consumption.
101885-010800-0627	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE CRAB CAKES	29	1383994	20-Feb-2008	PEN	Class 29: Pre-packaged crab for human consumption.
101885-010800-0621	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE DIP	29	1371768	13-Nov-2007	PEN	Class 29: Dips (excluding salsa and other sauces used as dips), bean dips, snack dips, cheese dips, dairy based dips.
101885-010800-0618	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE GUACAMOLE	29	1371748	13-Nov-2007	PEN	Class 29: Guacamole.
101885-010800-0620	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE HUMMUS	29	1371756	13-Nov-2007	PEN	Class 29: Hummus.
101885-010800-0619	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE SALSA	30	1371753	13-Nov-2007	PEN	Class 30: Salsa.
101885-010800-0622	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE SPREAD	29	1371759	13-Nov-2007	PEN	Class 29: Vegetable based spreads, meat based spreads, cheese spreads.
101885-010800-0623	Margaritaville Enterprises, LLC	Canada	MARGARITAVILLE TORTILLA CHIPS	30	1371761	13-Nov-2007	PEN	Class 30: Tortilla chips.
101885-010800-0598	Margaritaville Enterprises, LLC	European Union	DESIGN (fin island)	32	6391688	25-Oct-2007	PEN	Class 32: Beer.
101885-010800-0611	Margaritaville Enterprises, LLC	France	DESIGN (fin island)	32	07353800	26-Oct-2007	PEN	Class 32: Beer.

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TMID	Registered Owner	Country	Trademark	Class	App No /App date	Reg No/ Reg Date	Status	Goods
101885-010800-0609	Margaritaville Enterprises, Jamaica LLC	Jamaica	DESIGN (In Island)	32	51056		PEN	Class 32: Beer.
101885-010800-0699	Margaritaville Enterprises, Jamaica LLC	Jamaica	MARGARITAVILLE'S ONE PARTICULAR HARBOUR	35, 43	50669		PEN	Class 35: Retail store services; Class 43: Restaurant and bar services.
101885-010800-0597	Margaritaville Enterprises, Jamaica LLC	Jamaica	ONE PARTICULAR HARBOUR	35, 43	50668		PEN	Class 35: The bringing together for the benefit of others a variety of goods, enabling customers to conveniently view and purchase these goods in a general merchandise store, and from a general merchandise catalogue by mail order or by means of telecommunications or from a general merchandise internet web site all featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverageware, and printed material; Class 43: Restaurant and bar services.
101885-010800-0600	Margaritaville Enterprises, Mexico LLC	Mexico	DESIGN (In Island)	32	892048		PEN	Class 32: Beer.
101885-010800-0636	Margaritaville Enterprises, New Zealand LLC	New Zealand	JIMMY BUFFETT	9, 41	786302		PEN	Class 9: Series of musical sound recordings; Class 41: Entertainment services in the nature of live musical performances by a solo recording artist.
101885-010800-0636	Margaritaville Enterprises, New Zealand LLC	New Zealand	JIMMY BUFFETT'S	43	786303		PEN	Class 43: Restaurant, bar and nightclub services; hotels; resort hotels; providing temporary housing accommodation services at hotels; providing temporary housing accommodation services at resorts, villas and condominiums.
101885-010800-0631	Margaritaville Enterprises, Philippines LLC	Philippines	MARGARITAVILLE	42	4-2008-002511		PEN	Class 42: Nightclub services; retail clothing, gift and souvenir store services; mail order services in the field of clothing, gifts and souvenirs.
101885-010800-0630	Margaritaville Enterprises, Philippines LLC	Philippines	MARGARITAVILLE	25	4-2008-002512		PEN	Class 25: Clothing, namely, shirts, sweaters, sun visors and caps.
101885-010800-0466	Margaritaville Enterprises, Puerto Rico LLC	Puerto Rico	AIR MARGARITAVILLE	43	72202		PEN	Class 43: Restaurant and bar services.

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TM/ID	Registered Owner	Country	Trademark	Class	App No/App date	Reg No/Reg Date	Status	Goods
101885-010800-0601	Margaritaville Enterprises, LLC	Puerto Rico	DESIGN (In Island)	32	28-Jan-2008		PEN	Class 32: Beer.
101885-010800-0465	Margaritaville Enterprises, LLC	Puerto Rico	IN SEARCH OF MARGARITAVILLE	39	72203		PEN	Class 39: Arranging travel tours; providing tour guide services; conducting sightseeing tours for others; bicycle rental services; travel clubs; plane and boat chartering services; cruise ship services; and boat rental services.
101885-010800-0464	Margaritaville Enterprises, LLC	Puerto Rico	JIMMY BUFFETT'S MARGARITAVILLE	43	72207		PEN	Class 43: Restaurant and bar services; hotels and resort hotels; providing temporary housing accommodation services at hotels, resorts, villas, and condominiums.
101885-010800-0591	Margaritaville Enterprises, LLC	Puerto Rico	JIMMY BUFFETT'S MARGARITAVILLE	35	72208		PEN	Class 35: Retail stores, on-line stores and mail order catalogs featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverage ware, and printed materials.
101885-010800-0559	Margaritaville Enterprises, LLC	Puerto Rico	LANDSHARK LAGER	32	73122		PEN	Class 32: Beer, ale, porter, stout, lager, non-alcoholic beer and malt beverages.
101885-010800-0560	Margaritaville Enterprises, LLC	Puerto Rico	LANDSHARK LAGER	33	73121		PEN	Class 33: Distilled liquors, liquors, rum, gin, vodka, tequila, wine, wine coolers, prepared wine cocktails, and alcoholic punches.
101885-010800-0463	Margaritaville Enterprises, LLC	Puerto Rico	MARGARITAVILLE	39	72204		PEN	Class 39: Cruise ship and boat services; arranging and conducting cruises for others; transportation of passengers by ship and boat. Recreational services, namely rental of ski boats, speed boats, personal watercraft and water bikes.
101885-010800-0576	Margaritaville Enterprises, LLC	Singapore	AIR MARGARITAVILLE	43	70704669H		REG	Class 43: Restaurant and bar services; nightclub services; hotels and resort hotels; providing temporary housing accommodation.
101885-010800-0594	Margaritaville Enterprises, LLC	Singapore	JIMMY BUFFETT'S MARGARITAVILLE	43	70704671Z		REG	Class 43: Restaurant and bar services; nightclub services; hotels and resort hotels; providing temporary housing accommodation.

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TM/ID	Registered Owner	Country	Trademark	Class	App No./App date	Reg No./Reg Date	Status	Goods
101885-010800-0599	Margaritaville Enterprises, LLC	Singapore	JIMMY BUFFETT'S MARGARITAVILLE	35	T07/04670A	T07/04670A	REG	Class 35: The bringing together, for the benefit of others, of a variety of goods in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverages, and printed materials (excluding the transport thereof), enabling customers to conveniently view and purchase those goods from a retail outlet; the bringing together, for the benefit of others, of a variety of goods in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverageware, and printed materials (excluding the transport thereof), enabling customers to conveniently view and purchase those goods from a general merchandise catalogue by mail order.
101885-010800-0599	Margaritaville Enterprises, LLC	Singapore	MARGARITAVILLE	43	T07/04673F	T07/04673F	REG	Class 43: Restaurant and bar services; nightclub services; hotels and resort hotels; providing temporary housing accommodation.

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TM/ID	Registered Owner	Country	Trademark	Class	App No./App date	Reg No./Reg Date	Status	Goods
101885-010800-0588	Margaritaville Enterprises, LLC	Singapore	MARGARITAVILLE	35	T07/04672H	T07/04672H	REG	Class 35: The bringing together, for the benefit of others, of a variety of goods in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverages, and printed materials (excluding the transport thereof), enabling customers to conveniently view and purchase those goods from a retail outlet; the bringing together, for the benefit of others, of a variety of goods in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverage, and printed materials (excluding the transport thereof), enabling customers to conveniently view and purchase those goods from a general merchandise catalogue by mail order.
101885-010800-0512	Margaritaville Enterprises, LLC	St. Kitts-Nevis	DESIGN (fin island)	32	14-Nov-2007	02-Mar-2007	PEN	Class 32: Beer.
101885-010800-0613	Margaritaville Enterprises, LLC	St. Lucia	DESIGN (fin island)	32	41/9/2007	14-Nov-2007	PEN	Class 32: Beer.
101885-010800-0514	Margaritaville Enterprises, LLC	St. Vincent	DESIGN (fin island)	32	11-Dec-2007	02-Mar-2007	PEN	Class 32: Beer.
101885-010800-0515	Margaritaville Enterprises, LLC	Trinidad & Tobago	DESIGN (fin island)	32	25/8/2007	17-Dec-2007	PEN	Class 32: Beer.
101885-010800-0616	Margaritaville Enterprises, LLC	Turks & Caicos	DESIGN (fin island)	32	39/2/09	21-Nov-2007	PEN	Class 32: Beer.
101885-010800-0567	Margaritaville Enterprises, LLC	United Arab Emirates	AIR MARGARITAVILLE	43	91/4/07	09-Nov-2007	PEN	Class 43: Restaurant services; hotels; providing temporary housing accommodation services at hotels, resorts, villas, and condominiums.

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TM/ID	Registered Owner	Country	Trademark	Class	App No./App date	Reg No./Reg Date	Status	Goods
101885-010800-0590	Margaritaville Enterprises, LLC	United Arab Emirates	JIMMY BUFFETTS MARGARITAVILLE	35	91441		PEN	Class 35: The bringing together for the benefit of others of a variety of goods (excluding the transport thereof) enabling customers to conveniently view and purchase those goods featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverages, and printed matters by means of on-line stores and mall order catalogs.
101885-010800-0593	Margaritaville Enterprises, LLC	United Arab Emirates	JIMMY BUFFETTS MARGARITAVILLE	43	91442		PEN	Class 43: Restaurant services; hotels; providing temporary housing accommodation services at hotels, resorts, villas, and condominiums.
101885-010800-0592	Margaritaville Enterprises, LLC	United Arab Emirates	MARGARITAVILLE	43	91444	07-Mar-2007	PEN	Class 43: Restaurant services; hotels; providing temporary housing accommodation services at hotels, resorts, villas, and condominiums.
101885-010800-0587	Margaritaville Enterprises, LLC	United Arab Emirates	MARGARITAVILLE	35	91443	07-Mar-2007	PEN	Class 35: The bringing together for the benefit of others of a variety of goods (excluding the transport thereof) enabling customers to conveniently view and purchase those goods featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverages, and printed matters by means of on-line stores and mall order catalogs.
101885-010800-0617	Margaritaville Enterprises, LLC	United Kingdom	DESIGN (In Island)	32	2470526		PEN	Class 32: Beer.
101885-020000-0465	Margaritaville Enterprises, LLC	United States of America	ATA	25	77149,783	25-Oct-2007	PEN	Clothing, namely, shirts, tank tops, sweatshirts, pants, shorts, skirts, dresses, swimwear, sleepwear, underwear, boxer shorts, jackets, neckties, aprons and bandanas; footwear; headwear. In International Class 25.
101885-020000-0494	Margaritaville Enterprises, LLC	United States of America	BOOZE IN THE BLENDER	7	77310,625	05-Apr-2007	PEN	Electric food and drink blenders. In International Class 7
101885-020000-0457	Margaritaville Enterprises, LLC	United States of America	CARIBBEAN SOLE	25	77130,692	23-Oct-2007	PEN	Footwear. In International Class 25.
101885-020000-0452	Margaritaville Enterprises, LLC	United States of America	CHEESEBURGER IN PARADISE	28	77092,373	14-Mar-2007	PEN	Play money. In International Class 28.
					26-Jan-2007			

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TM/ID	Registered Owner	Country	Trademark	Class	App No./App date	Reg No./Reg Date	Status	Goods
101885-020000-0467	Margaritaville Enterprises, LLC	United States of America	DESIGN (tm island)	32	77167,588	3,301,624	REG	Beer, in International Class 32.
					27-Apr-2007	02-Oct-2007		
101885-020000-0463	Margaritaville Enterprises, LLC	United States of America	FMS UPI	32	77152,814		PEN	Beer, in International Class 32.
					10-Apr-2007			
101885-020000-0478	Margaritaville Enterprises, LLC	United States of America	FLORIDAYS	18	77269,320		PEN	Luggage, luggage bags, travel bags, athletic bags, tote bags, beach bags, leather key chains, coin purses, wallet packs and backpacks, umbrellas, leather dog collars, leather dog leashes, wallets, and card cases, namely, business card cases and credit card cases, in International Class 18.
					31-Aug-2007			
101885-020000-0488	Margaritaville Enterprises, LLC	United States of America	FLORIDAYS	25	77269,323		PEN	Clothing, namely, shirts, tank tops, sweatshirts, pants, shorts, skirts, dresses, swimwear, sleepwear, underwear, boxer shorts, jockets, neckties, aprons and bandanas; footwear; headwear, in International Class 25.
					31-Aug-2007			
101885-020000-0493	Margaritaville Enterprises, LLC	United States of America	FROZEN CONCOCTION	7	77310,623		PEN	Electric food and drink blenders, in International Class 7
					23-Oct-2007			
101885-020000-0492	Margaritaville Enterprises, LLC	United States of America	FROZEN CONCOCTION THAT HELPS ME HANG ON	7	77310,605		PEN	Electric food and drink blenders, in International Class 7
					23-Oct-2007			
101885-020000-0474	Margaritaville Enterprises, LLC	United States of America	HAVANA DAYDREAMIN	25	77199,135		PEN	Clothing, headwear and footwear, namely, hats, caps, visors, shirts, pants, shorts, coats, T-shirts, sweatshirts, polo shirts, jerseys, aprons, boxer shorts, bandanas, rainwear, jackets, ponchos, bathing suits, swimming trunks, beach cover-ups, tank tops, shoes, tennis and athletic shoes, oxfords, beach socks, sandals and thongs, in International Class 25.
					06-Jun-2007			
101885-020000-0507	Margaritaville Enterprises, LLC	United States of America	IN SEARCH OF MARGARITAVILLE	39	77364,105		PEN	Arranging travel tours; providing tour guide services; conducting sightseeing tours for others; bicycle rental services; travel clubs; plane and boat chartering services; cruise ship services; and boat rental services, in International Class 39
					04-Jan-2008			

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TMID	Registered Owner	Country	Trademark	Class	App No/ App date	Reg No/ Reg Date	Status	Goods
101885-020000-0514	Margaritaville Enterprises, LLC	United States of America	IN SEARCH OF MARGARITAVILLE	25	77385,361		PEN	<p>Goods</p> <p>Clothing, namely swimwear, bathing suits, swimming trunks, beach cover-ups, caps, visors, hats, bandanas, boxer shorts, shorts, T-shirts, tank tops, shirts, sweatshirts, golf shirts, Hawaiian shirts, bowling shirts, rugby shirts, undershirts, polo shirts, knit shirts, denim shirts, nightshirts, robes, sweaters, pants, shorts, jeans, coats, gloves, jackets, vests, canvas ponchos, warm-up suits, sports jerseys, undergarments, neckties, dresses and aprons; footwear, namely, sandals and thongs, in International Class 25</p>
31-Jan-2008								
101885-020000-0506	Margaritaville Enterprises, LLC	United States of America	IN SEARCH OF MARGARITAVILLE	18, 28	77364,104		PEN	<p>Luggage, suitcases, luggage bags, umbrellas, travel bags, overnight bags, tote bags, beach bags, garment bags for travel, leather key chains, coin purses, waist packs and backpacks, in International Class 18;</p> <p>Golf bags and playing cards, in International Class 28</p>
04-Jan-2008								
101885-020000-0513	Margaritaville Enterprises, LLC	United States of America	IN SEARCH OF MARGARITAVILLE	16	77385,360		PEN	<p>Travel maps, magazines and newsletters in the fields of travel and entertainment; travel books, stationery, postcards, note pads, note books, posters, stickers, pens, pencils, trading cards, activity and coloring books, art prints, lithographs, photograph albums, scrapbooks, diaries, calendars, date books and greeting cards, in International Class 16</p>
31-Jan-2008								
101885-020000-0476	Margaritaville Enterprises, LLC	United States of America	JIMMY BUFFETT	28	77215,523		PEN	<p>Play money, in International Class 28.</p>
26-Jun-2007								
101885-020000-0505	Margaritaville Enterprises, LLC	United States of America	JIMMY BUFFETT'S AT THE BEACHCOMBER	43	77348,179		PEN	<p>Restaurant and bar services, in International Class 43</p>
10-Dec-2007								
101885-020000-0504	Margaritaville Enterprises, LLC	United States of America	JIMMY BUFFETT'S AT THE BEACHCOMBER	35	77348,178		PEN	<p>Retail store services, featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear, books, recordings, beverageware, and printed material, in International Class 35</p>
10-Dec-2007								

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TMID	Registered Owner	Country	Trademark	Class	App No./App date	Reg No./Reg Date	Status	Goods
101835-020000-0480	Margartaville Enterprises, LLC	United States of America	JIMMY BUFFETT'S MARGARTAVILLE SMUGGLER'S HOLD (and Design)	35	77259,129		PEN	Retail store services and mail order and on-line retail services featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear, books, housewares, sound and video recordings, beverage ware and printed materials, in International Class 35.
101835-020000-0477	Margartaville Enterprises, LLC	United States of America	JIMMY BUFFETT'S	28	77215,521		PEN	Play money, in International Class 28.
101835-020000-0495	Margartaville Enterprises, LLC	United States of America	LICENSE TO CHILL	7	77310,627	23-Oct-2007	PEN	Electric food and drink blenders, in International Class 7
101835-020000-0511	Margartaville Enterprises, LLC	United States of America	LICENSE TO CHILL	14	77364,109	04-Jan-2008	PEN	Jewelry, lapel pins, watches and clocks, in International Class 14
101835-020000-0517	Margartaville Enterprises, LLC	United States of America	LICENSE TO CHILL	28	77385,370		PEN	Play money; decorative wind socks; sports equipment and sporting goods, namely, volleyballs, beach balls, flying disks, body boards, surf boards, surf board leashes, surf board wax, sailboard masts, fins and flippers, fishing rods, tackle boxes, lures, golf bag covers, golf bags, golf balls, golf clubs, golf tees, golf towel clips, and golf gloves; water squirting guns; toy boats; sand toys, including balls and shovels; balloons; bath toys and inflatable toys; plush toys; pet toys; toy animals and dolls, yo-yos; jigsaw puzzles; kites; party favors in the nature of small toys; ring games; target games; card games and board games; dart boards and darts; Christmas tree ornaments; floating lounge chairs, in International Class 28
101835-020000-0515	Margartaville Enterprises, LLC	United States of America	LICENSE TO CHILL	24	77385,363	31-Jan-2008	PEN	Towels, beach towels, beach blankets, cloth novelty flags and banners, in International Class 24
101835-020000-0516	Margartaville Enterprises, LLC	United States of America	LICENSE TO CHILL	26	77385,367	31-Jan-2008	PEN	Ornamental novelty buttons; patches for clothing; and hair ornaments, in International Class 26
101835-020000-0518	Margartaville Enterprises, LLC	United States of America	LICENSE TO CHILL	33	77385,376	31-Jan-2008	PEN	Tequila, distilled liquors, liqueurs, rum, wine coolers, prepared wine cocktails, wines, and alcoholic punches; prepared alcoholic cocktails, in International Class 33

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TM/ID	Registered Owner	Country	Trademark	Class	App No /App date	Reg No/ Reg Date	Status	Goods
101885-020000-0519	Margaritaville Enterprises, LLC	United States of America	LICENSE TO CHILL	35	77385,379		PEN	Retail store services and mail order and on-line retail services featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear, books, housewares, sound and video recordings, beverage ware and printed materials, in International Class 35
31-Jan-2008								
101885-020000-0520	Margaritaville Enterprises, LLC	United States of America	LICENSE TO CHILL	36	77385,385		PEN	Real estate services, namely listing, leasing, and managing hotel condominiums; vacation real estate time-sharing; and real estate brokerage services in the field of hotel condominiums, in International Class 36
31-Jan-2008								
101885-020000-0512	Margaritaville Enterprises, LLC	United States of America	LICENSE TO CHILL	15	77384,111		PEN	Musical instruments, guitar picks, in International Class 15
04-Jan-2008								
101885-020000-0510	Margaritaville Enterprises, LLC	United States of America	LICENSE TO CHILL	12	77384,108		PEN	Rails, oars, and paddles; fitted and semi-fitted car covers; tire covers; car seat covers; automobile windshield sunshades; license plate frames; car drink holders; boats and structural parts therefor, in International Class 12
04-Jan-2008								
101885-020000-0509	Margaritaville Enterprises, LLC	United States of America	LICENSE TO CHILL	11	77384,107		PEN	Freezers and barbecue grills, in International Class 11
04-Jan-2008								
101885-020000-0508	Margaritaville Enterprises, LLC	United States of America	LICENSE TO CHILL	3	77384,106		PEN	Sun tan oil, scented body spray, suntan lotions, sunscreens, non-medicated lip balm, bath salts, skin soaps, skin lotions, and skin gels, in International Class 3
04-Jan-2008								
101885-020000-0503	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	30	77326,938		PEN	Salsa, tortilla chips, tortillas, pita chips, salad dressings, in International Class 30
12-Nov-2007								
101885-020000-0443	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	28	77083,698		PEN	Play money, in International Class 28.
16-Jan-2007								
101885-020000-0502	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	29	77326,934		PEN	Vegetable based spreads, meat based spreads, cheese spreads, dips excluding salsa and other sauces used as dips, bean dips, snack dips, cheese dips, dairy based dips, guacamole, hummus, chile con queso, in International Class 29
12-Nov-2007								

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TMID	Registered Owner	Country	Trademark	Class	App No /App date	Reg No/ Reg Date	Status	Goods
101885-020000-0447	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	20	77/090,785		PEN	Sleeping bags, stadium cushions, chair pads, pillow in various forms, dog beds, pet mats and pads for sleeping, non-metal dog leags, non-metal and non-leather key chains, fabric figurines, decorative mobiles, sea shells and sand dollars, corks for bottles, and picture frames, in International Class 20.
101885-020000-0453	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	28	77/092,371		PEN	Toys, games and sporting goods, namely swim floats for recreational use, floating lounge chairs; volleyballs, beach balls; body boards, surf boards, surf board leashes and surf board wax; sailboard masts; fins and flippers; fishing rods, tackle boxes, and lures; water squirting guns, toy boats, sand toys, including pails and shovels; balloons; bath toys and inflatable toys; plush toys; pet toys; toy animals and dolls, yo yos; golf bag covers, golf bags, golf balls, golf clubs, golf tees, golf towel clips, golf gloves; jigsaw puzzles, kites, party favors in the nature of small toys, ring games, target games, card games and board games, dart boards and darts, in International Class 28.
101885-020000-0451	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	39, 41, 43, 45	77/090,776		PEN	Recreational services, namely rental of ski boats, speed boats, personal watercraft and water bikes, in International Class 39. Recreational services, namely rental of surf boards and body boards, volleyball equipment, snorkeling, scuba and skin diving equipment, rafts, floats and water skis, in International Class 41. Recreational services, namely rental of beach chairs, in International Class 43. Recreational services, namely rental of beach towels, in International Class 45.
101885-020000-0450	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	32, 33	77/090,781		PEN	Beer, ale, porter, stout, and lager, in International Class 32. Distilled liquors, liqueurs, rum, wine coolers, prepared wine cocktails, wines, and alcoholic punches, in International Class 33.

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TMID	Registered Owner	Country	Trademark	Class	App No / App date	Reg No / Reg Date	Status	Goods
101885-020000-0448	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	29	77/090, 787		PEN	Frozen prepared poultry, meat, and seafood; frozen appetizers consisting primarily of vegetables, meat, poultry, seafood, and/or cheese; frozen appetizers, namely breaded and coated vegetables, meat, poultry, seafood, and/or cheese combinations; snack dips; and dairy-based dips, in International Class 29.
101885-020000-0446	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	18	77/090, 784		PEN	Beach umbrellas, golf umbrellas, dog collars, dog leashes, leather key chains and luggage tags, in International Class 18.
101885-020000-0445	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	3	77/090, 783		PEN	Sun tan oil, scented body spray, suntan lotions, sunscreens, non-medicated lip balm, bath salts, skin soaps, skin lotions, and skin gels, in International Class 3.
101885-020000-0444	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	43	77/083, 694		PEN	Providing temporary housing accommodation services at resorts, villas, and condominiums, in International Class 43.
101885-020000-0523	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	43	77/432, 027		PEN	Bar services, in International Class 43
101885-020000-0449	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE	30	77/090, 786		PEN	Pies, cakes, bakery desserts, pastries, cookies, brownies, frozen flavored ice, and frozen fruit juice bars, in International Class 30.
101885-020000-0524	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE BREADED CALAMARI	29	77/397, 400		PEN	Pre-packaged calamari for human consumption, in International Class 29
101885-020000-0523	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE CALAMARI	29	77/397, 398		PEN	Pre-packaged calamari for human consumption, in International Class 29
101885-020000-0491	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE CARGO	7	77/310, 621		PEN	Electric food blenders, in International Class 7
101885-020000-0490	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE CARGO	35	77/310, 622		PEN	On-line retail store services featuring a variety of consumer home goods and accessories therefor, in International Class 35
101885-020000-0521	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE CRAB	29	77/397, 385		PEN	Pre-packaged crab for human consumption, in International Class 29

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TMID	Registered Owner	Country	Trademark	Class	App No	App date	Reg No	Reg Date	Status	Goods
101885-020000-0522	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE CRAB CAKES	29	77/397,394	7/7/2008			PEN	Pre-packaged crab for human consumption, in International Class 29
101885-020000-0499	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE DIP	29	77/326,926	12-Nov-2007			PEN	Dips (excluding salsa and other sauces used as dips), bean dips, snack dips, cheese dips, dairy based dips, in International Class 29
101885-020000-0496	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE GUACAMOLE	29	77/326,919	12-Nov-2007			PEN	Guacamole, in International Class 29
101885-020000-0498	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE HUMMUS	29	77/326,924	12-Nov-2007			PEN	Hummus, in International Class 29
101885-020000-0497	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE SALSA	30	77/326,923	12-Nov-2007			PEN	Salsa, in International Class 30
101885-020000-0500	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE SPREAD	29	77/326,929	12-Nov-2007			PEN	Vegetable based spreads, meat based spreads, cheese spreads, in International Class 29
101885-020000-0501	Margaritaville Enterprises, LLC	United States of America	MARGARITAVILLE TORTILLA CHIPS	30	77/326,931	12-Nov-2007			PEN	Tortilla chips, in International Class 30
101885-020000-0462	Margaritaville Enterprises, LLC	United States of America	MUSH MONI	25	77/152,809	10-Apr-2007	25-Sep-2007		REG	T-shirts, hats, in International Class 25.
101885-020000-0468	Margaritaville Enterprises, LLC	United States of America	MUSH MONI	21	77/152,810	10-Apr-2007	25-Sep-2007		REG	Dog feeding dishes, in International Class 21.
101885-020000-0466	Margaritaville Enterprises, LLC	United States of America	MVILLE	25	77/152,808	10-Apr-2007	02-Oct-2007		REG	Hats; T-shirts, in International Class 25.
101885-020000-0472	Margaritaville Enterprises, LLC	United States of America	ONLY GIRL IN TOWN	25	77/154,173	11-Apr-2007			PEN	Clothing, namely, shirts, tank tops, sweatshirts, pants, shorts, skirts, dresses, swimwear, sleepwear, underwear, boxer shorts, jackets, neckties, aprons and bandanas; footwear, headwear, in International Class 25.
101885-020000-0464	Margaritaville Enterprises, LLC	United States of America	ONLY GIRL IN TOWN	16	77/154,163	11-Apr-2007			PEN	Paper goods and printed matter, namely posters, lithographs, calendars, decals and stickers, note pads, pens and pencils, and greeting cards, in International Class 16.

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TMID	Registered Owner	Country	Trademark	Class	App No /App date	Reg No/ Reg Date	Status	Goods
101885-020000-0471	Margaritaville Enterprises, LLC	United States of America	ONLY GIRL IN TOWN	21	77154,174		PEN	Beverage glassware; bottles, sold empty; foam drink holders; mugs; portable coolers, in International Class 21.
101885-020000-0487	Margaritaville Enterprises, LLC	United States of America	PARADISE PASSION FRUIT	33	77296,953		PEN	Prepared alcoholic cocktails, tequila, flavored tequila, rum, flavored rum, gin, flavored gin, vodka, flavored vodka, liqueurs, prepared wine cocktails, wine coolers and wines, alcoholic milk coolers, hard ciders, alcoholic punches; sangria; distilled spirits and liquors, in International Class 33
101885-020000-0473	Margaritaville Enterprises, LLC	United States of America	PARROTHEAD	28	77215,518		PEN	Play money, in International Class 28.
101885-020000-0468	Margaritaville Enterprises, LLC	United States of America	PORT OF INDECISION	25	77152,813	3,301,621	REG	Shirts, in International Class 25.
101885-020000-0479	Margaritaville Enterprises, LLC	United States of America	SMUGGLER'S HOLD	35	77259,127	02-Oct-2007	PEN	Retail store services and mail order and on-line retail services, featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear, books, housewares, sound and video recordings, beverage ware and printed materials, in International Class 35.
101885-020000-0469	Margaritaville Enterprises, LLC	United States of America	THE WOMAN TO BLAME	16	77154,171		PEN	Paper goods and printed matter, namely posters, lithographs, calendars, decals and stickers, note pads, pens and pencils, and greeting cards, in International Class 16.
101885-020000-0470	Margaritaville Enterprises, LLC	United States of America	THE WOMAN TO BLAME	21	77154,166		PEN	Beverage glassware; bottles, sold empty; foam drink holders; mugs; portable coolers, in International Class 21.
101885-020000-0466	Margaritaville Enterprises, LLC	United States of America	THE WOMAN TO BLAME	25	77154,161	3,297,174	REG	Clothing, namely, shirts, sweatshirts, tank tops; headwear, in International Class 25.