

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
PDS Entertainment, LLC		07/18/2008	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HRHH IP, LLC		
<b>Street Address:</b>	c/o Morgan's Hotel Group Co., 475 Tenth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77047306	REHAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)223-8048		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303.223.1248		
<b>Email:</b>	akrause@bhfs.com		
<b>Correspondent Name:</b>	Ashley Krause		
<b>Address Line 1:</b>	410 Seventeenth Street		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	10986.41A 02/23/09 DRS		
<b>NAME OF SUBMITTER:</b>	Ashley Krause		
<b>Signature:</b>	/ashleykrause/		

OP \$40.00 77047306

Date:

02/23/2009

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective this 18 day of July, 2008, by and between PDS Entertainment, LLC, a Nevada limited liability company with a principal place of business at 11425 Rancho Portena, Las Vegas, Nevada 89138 ("Assignor"), and HRHH IP, LLC, a Delaware limited liability company with offices at c/o Morgan's Hotel Group Co., 475 Tenth Avenue, New York, New York 10018 ("Assignee").

WHEREAS, Assignor is the record owner of U.S. Application Serial No. 77/047,306 for the mark REHAB, filed November 18, 2006 for use with "night clubs," and all common law rights therein (the "Mark").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does sell, assign, and set over to Assignee, any and all rights that Assignor may have throughout the world in and to the Mark and the applications and registrations therefor, and all common law rights and rights of registration and renewal thereof, together with the portion and goodwill of the business for which the Mark is intended to be used and which is symbolized by the Mark, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof.

Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Mark, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Mark or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Mark, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Mark, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Mark is not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or has been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

*[remainder of page intentionally left blank]*

