

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Third Base Austin Downtown, LLC | | 11/06/2008 | LIMITED LIABILITY COMPANY: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | 3BH, LLC | | |
| Street Address: | P.O. Box 200651 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78720-0651 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77462790 | THIRD BASE SPORTS BAR | |
| Serial Number: | 77477762 | THIRD BASE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (512)473-2555 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (512) 473-2550 | | |
| Email: | wctrademarkaustin@counselip.com | | |
| Correspondent Name: | William D. Raman | | |
| Address Line 1: | P.O. Box 685108 | | |
| Address Line 4: | Austin, TEXAS 78768-5108 | | |
| ATTORNEY DOCKET NUMBER: | 984-0003US | | |
| NAME OF SUBMITTER: | Gretchen McCord Hoffmann | | |
| Signature: | /gmh/ | | |

CH \$65.00 77462790

Date:

07/06/2009

Total Attachments: 3

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ASSIGNMENT AND LICENSE AGREEMENT

This Assignment and License Agreement is made by and between Third Base Austin Downtown, LLC, a Texas Limited Liability Company having a mailing address of PO Box 200651, Austin, TX 78720 (“Assignor”), and 3BH, LLC, a Texas Limited Liability Company having a mailing address of PO Box 200651, Austin, TX 78720 (“Assignee”).

BACKGROUND

- A. Assignor has adopted and used, since at least as early as 2006, the marks THIRD BASE SPORTS BAR and THIRD BASE and Design for restaurant, bar, and catering services (hereinafter the “Marks”) and has further submitted U.S. Patent and Trademark Office Application Serial Numbers 77/462,790 and 77/477,762 requesting registration of the Marks for such services.
- B. Assignor wishes to assign to Assignee, and Assignee wishes to obtain, any and all rights and goodwill associated with the Marks.
- C. Furthermore, Assignor desires to obtain, and Assignee wishes to grant to Assignor, a license from Assignee to use the Marks for restaurant, bar, and catering services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment

Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, as well as U.S. Patent and Trademark Office Application Serial Numbers 77/462,790 and 77/477,762 for the Marks, which assignment shall survive termination of this Agreement.

2. Grant of License

2.1. Subject to the terms of this Agreement, Assignee hereby grants to Assignor a non-exclusive, non-transferrable license to use the Marks for restaurant, bar, and catering services throughout the United States.

2.2. Assignor recognizes the goodwill appurtenant to the use of the Marks and agrees that use by Assignor of the Marks shall inure to the benefit of Assignee.

3. Quality Control

3.1. Assignee may set standards for, and shall have the right to control the nature and quality of, the services offered by Assignor under the Marks.

3.2. If Assignee believes that Assignor is not maintaining the required level of standards, Assignee shall notify Assignor in writing, explaining with reasonable detail what steps Assignor must take to correct the use. Assignor shall have thirty (30) days to implement such changes.

4. Warranty

Assignor warrants to Assignee that (a) Assignor has the full power and authority to enter into this Agreement, (b) Assignor has not previously assigned, transferred, or otherwise encumbered the rights conveyed herein (other than to Assignee, as described in this Agreement), and, (c) to the best of Assignor's knowledge, no other person or entity, except Assignee, has any claim of any right, title or interest in or to the rights assigned herein.

5. Infringement Proceedings

Assignor agrees to notify Assignee of any unauthorized use of the Marks by others as such uses come to the attention of Assignor. Assignee shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

6. Termination of Agreement

6.1. If Assignee believes that any of the provisions of this Agreement have been breached, it may serve in writing a default notice upon Assignor setting forth a description of the breach and reasonable terms by which the breach may be cured. Assignor shall have thirty (30) days after receipt of the default notice in which to cure the breach. If Assignor fails to cure the breach within thirty (30) days, Assignee may terminate this License Agreement by providing notice of termination in writing to Assignor.

6.2. Assignor shall have the right to terminate this Agreement upon sixty (60) days written notice to Assignee.

6.3. Upon termination of this Agreement, Assignor agrees to discontinue all use of the Marks and any marks or names confusingly similar thereto, and further agrees to delete the Marks from any corporate name or business name, to the extent that such mark has been incorporated into such corporate name or business name.

7. Miscellaneous

7.1. THE TERMS OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

7.2. Any disputes arising under this Agreement shall be subject to the jurisdiction of the state and federal courts located in Austin, Travis County, Texas.

7.3. The provisions of this Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein. All other provisions shall continue in full force and effect.

7.4. Waiver of any breach of this Agreement by either party shall be ineffective unless in writing and signed by the party waiving compliance and shall not be considered a waiver of any other subsequent breach.

7.5. Assignee may assign any and all rights it has under this Agreement without the consent or approval of Assignor. Assignor may not assign, sub-license, or otherwise transfer any right it has under this Agreement without Assignee's written permission.

7.6. This Agreement shall be effective as of the last date of signature of this Agreement.

3BH, LLC

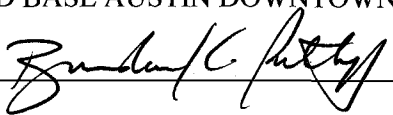
By: 

Name: Brendan K. Puthoff

Title: Managing Member

Date: November 6, 2008

THIRD BASE AUSTIN DOWNTOWN, LLC

By: 

Name: Brendan K. Puthoff

Title: Managing Member

Date: November 6, 2008