

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
SBT CORP.		12/31/2008	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CMB CINCINNATI, LLC		
<b>Street Address:</b>	3400 Yankee Road		
<b>City:</b>	Middletown		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45044		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0992664	LITTLE KINGS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-977-8200		
Email:	brian.tent@dinslaw.com		
Correspondent Name:	Brian A. Tent		
Address Line 1:	255 E. Fifth Street		
Address Line 2:	Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	31162-1 (LITTLE KINGS TM)		
NAME OF SUBMITTER:	Brian A. Tent		
Signature:	/Brian A. Tent/		
Date:	07/13/2009		

OP \$40.00 0992664

**Total Attachments: 3**

source=Assignment\_SBT\_to\_CMB#page1.tif

source=Assignment\_SBT\_to\_CMB#page2.tif

source=Assignment\_SBT\_to\_CMB#page3.tif

**ASSIGNMENT OF REGISTERED TRADEMARK**

ASSIGNMENT OF REGISTERED TRADEMARK ("Assignment") made as of the 31st day of December, 2008 by SBT CORP., a Pennsylvania corporation ("Assignor"), in favor of CMB CINCINNATI, LLC, an Ohio limited liability company ("Assignee").

**BACKGROUND**

A. Assignor is the sole owner of the registered trademark identified on Schedule "A" attached hereto (the "Trademark").

B. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 31, 2008 (the "Purchase Agreement") providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of the Trademark.

C. In consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) by Assignee to Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Trademark, together with the goodwill of the business to the extent associated with the use of the Trademark and symbolized thereby, in accordance with the terms and conditions of this Assignment.

**AGREEMENT**

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee, all of the right, title and interest of Assignor in, to and under the Trademark, together with all of the goodwill of the business to the extent associated with the use of the Trademark and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses in connection with the Trademark), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights"). Without limiting the generality of the foregoing, the Rights shall include the right to use and file for registration of the Trademark in other countries, including any foreign counterpart trademark registrations or trademark registration applications, together with the goodwill of the business associated with the use thereof and symbolized thereby.

3. Further Actions. From time to time after the date hereof, and without further consideration (subject to Assignee's reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with clause (b) of this Section 3), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the



**Schedule "A"**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
"LITTLE KINGS"	0992664	9/3/1974

SL1 890550v2/103425.00002

3