

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenebook, LTD.		05/23/2007	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	The Greene Turtle Franchising Corporation		
Street Address:	3213A SOLOMON'S ISLAND ROAD		
City:	EDGEWATER		
State/Country:	MARYLAND		
Postal Code:	21037		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2777730		
Registration Number:	2777729	THE GREENE TURTLE	
Registration Number:	2761598	THE GREENE TURTLE	
Registration Number:	2777728	THE GREENE TURTLE	
Registration Number:	2862093	THE GREENE TURTLE	
Registration Number:	1685665	THE GREENE TURTLE	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	306687-4		

OP \$165.00 277730

900142826

TRADEMARK
REEL: 004058 FRAME: 0727

NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	09/09/2009
Total Attachments: 4 source=14#page1.tif source=14#page2.tif source=14#page3.tif source=14#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of the 23rd day of May, 2007, from GREENEBOOK, LTD., a Maryland corporation (“**Assignor**”), to THE GREENE TURTLE FRANCHISING CORPORATION, a Maryland corporation (“**Assignee**”).

WHEREAS, Assignee and Assignor are parties to that certain Intellectual Property Transfer Agreement, dated as of May 23, 2007, by and among Greenbook, Ltd., G.T. Apparel, Inc. and The Greene Turtle Franchising Corporation (the “**Transfer Agreement**”), and in accordance with the Transfer Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in and to the intellectual property identified on Schedule A annexed hereto and incorporated herein by this reference (the “**Transferred Intellectual Property**”).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Transfer Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in and to the Transferred Intellectual Property and all related goodwill and all rights to sue for any past infringement thereof and the right to collect and retain any proceeds therefrom, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.
2. Assignor expressly agrees to obtain, execute, acknowledge and deliver such documents and other instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of Assignor’s worldwide right, title and interest in and to the Transferred Intellectual Property.
3. Except to the extent that federal law preempts state law with respect to matters of copyright, patent or trademark law covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the principles of conflicts of laws.
4. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.
5. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Transfer Agreement, all of which shall survive the execution and delivery of this Assignment as provided in the Transfer Agreement. If any conflict exists between the terms of this Assignment and the terms of the Transfer Agreement, the terms of the Transfer Agreement shall govern and control.

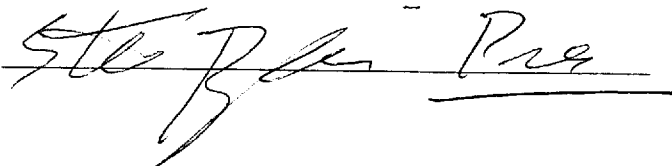
* * *

Signatures follow on the next page.

IN WITNESS WHEREOF, the Parties have each executed and delivered this Intellectual Property Assignment as of the date set forth above.

GREENEBOOK, LTD.

By:
Name:
Title:

A handwritten signature in black ink, appearing to read "Stephen P. ...", is written over a horizontal line. The signature is cursive and somewhat stylized.

THE GREENE TURTLE FRANCHISING CORPORATION

By:
Name:
Title:

Signature page to Intellectual Property Assignment

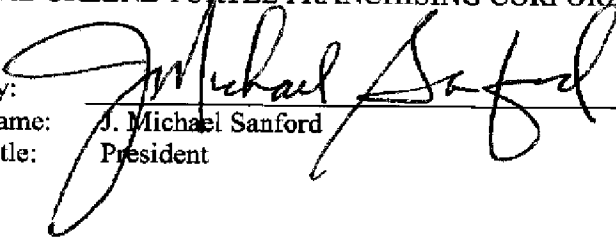
TRADEMARK
REEL: 004058 FRAME: 0730

IN WITNESS WHEREOF, the Parties have each executed and delivered this Intellectual Property Assignment as of the date set forth above.

GREENEBOOK, LTD.

By: _____
Name:
Title:

THE GREENE TURTLE FRANCHISING CORPORATION

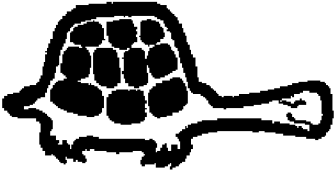

By:  _____
Name: J. Michael Sanford
Title: President

Signature page to Intellectual Property Assignment

TRADEMARK

SCHEDULE A
TRANSFERRED INTELLECTUAL PROPERTY

Registered U.S. Trade/Service Marks:

Serial Number	Registration Number	Mark
7647264	2777730	
76472646	2777729	
76472643	2761598	THE GREENE TURTLE
76472642	2777728	THE GREENE TURTLE
76472641	2862093	THE GREENE TURTLE
74090618	1685665	