

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		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	77653675	ESCAPE YOUR WORLD, RELAX IN OURS
Serial Number:	77653677	ESCAPE YOUR WORLD, RELAX IN OURS
Serial Number:	77653678	ESCAPE YOUR WORLD, RELAX IN OURS
Serial Number:	77653682	ESCAPE YOUR WORLD, RELAX IN OURS
Serial Number:	77658479	ONE PARTICULAR HARBOUR
Serial Number:	77661513	MARGARITAVILLE BREADED CALAMARI RINGS
Serial Number:	77679904	WE KNOW WHO YOU ARE.
Serial Number:	77665258	CHANGE YOUR LATITUDE
Serial Number:	77665263	CHANGE YOUR LATITUDE
Serial Number:	77699388	PARADISE KEY
Serial Number:	77679946	NEVER LEAVE YOUR WING MAN
Serial Number:	77682985	OUT OF MANY ONE RUM
Serial Number:	77679905	WE KNOW WHO YOU ARE.
Serial Number:	77682043	CARIBBEAN SOUL

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900146771

TRADEMARK
 REEL: 004089 FRAME: 0867

Serial Number:	77682988	OUT OF MANY ONE RUM
Serial Number:	77692761	ISLAND LIME
Registration Number:	3692077	ISLAND LIME
Serial Number:	77693691	SUMMERZCOOL
Serial Number:	77693694	A LOT TO DRINK ABOUT
Serial Number:	77699389	PARADISE KEY
Serial Number:	77746543	RHYTHM WITH REASON
Serial Number:	77733571	PLUM CRAZY SHRIMP
Serial Number:	77733578	MARGARITAVILLE VOLCANO SHRIMP
Serial Number:	77723058	MARGARITAVILLE
Serial Number:	77723065	HEMISPHERE DANCER PREMIUM
Serial Number:	77733791	MARGARITAVILLE
Serial Number:	77748899	IT'S TIME FOR A LITTLE LATITUDE ADJUSTMENT
Serial Number:	77748902	IT'S TIME FOR A LITTLE LATITUDE ADJUSTMENT
Serial Number:	77770992	· THE BEST MARGARITAS COME FROM MARGARITAVILLE · IMPORTED
Serial Number:	77778509	LANDSHARK STADIUM
Serial Number:	77778508	LANDSHARK STADIUM
Serial Number:	77786963	MARGARITAVILLE
Serial Number:	77786966	LANDSHARK
Serial Number:	77786969	LANDSHARK
Serial Number:	77811903	JIMMY BUFFETT'S
Serial Number:	77817470	MARGARITAVILLE
Serial Number:	77829504	LOST SHAKER OF SALT
Serial Number:	77840146	MARGARITAVILLE
Serial Number:	77853781	MARGARITAVILLE ESCAPE TO PARADISE
Serial Number:	77853787	LOST SHAKER OF SALT
Serial Number:	77853790	WASTIN' AWAY AGAIN IN MARGARITAVILLE
Serial Number:	77853795	CHANGES IN LATITUDES, CHANGES IN ATTITUDES
Serial Number:	77859353	MARGARITAVILLE

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: adrian.perry@weil.com, beth.akers@weil.com

Correspondent Name: Adrian J. Perry

TRADEMARK
REEL: 004089 FRAME: 0868

Address Line 1: Weil Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	51014-0025 A. PERRY
NAME OF SUBMITTER:	Adrian J. Perry
Signature:	/Adrian J. Perry/
Date:	11/03/2009

Total Attachments: 29

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2009, 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").

Witnesseth:

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 1 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 Buffett 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 Conlan

Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Administrative Agent

By: _____
Name:
Title:

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 Cohan

Title: President and Chief Executive Officer

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 October 29, 2009

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 January 16, 2009 through October 29, 2009 (the "Covered Period").

- C. TRADEMARK LICENSES

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

1. Mohegan Sun Restaurant

Trademark License Agreement, dated June 1, 2008, by and between Margaritaville Enterprises, LLC and Margaritaville of Connecticut, LLC. Pursuant to the Agreement, Margaritaville Enterprises, LLC grants to Margaritaville of Connecticut, 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 New London County, Connecticut.

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.

2. Canada Restaurants

Trademark Sub-License Agreement, dated March 20, 2009, by and between Margaritaville of Canada, LLC and 7089813 Canada Ltd. Margaritaville grants to 7089813 Canada Ltd. a 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 Margaritaville Restaurants in Canada (each restaurant location, a "Venue"). Subject to Margaritaville's right to partially terminate the Agreement with respect to certain Venues and future Venues, the Agreement is exclusive in Canada.

The Term of the Agreement is ten years, with consecutive ten-year renewals at the option of 7089813 Canada Ltd., if 7089813 Canada Ltd. is in full compliance with all material terms and conditions then applicable pursuant to the Agreement; and the Agreement is not otherwise terminated. As a material condition of the grant of the license, 7089813 Canada Ltd. has a contractual duty to open the first Venue within 24 months of the Effective Date (*i.e.*, by March 20, 2011). However, if the parties cannot agree on a mutually-acceptable location for the first

Venue before May 29, 2009, then the first Venue shall be in Calgary, Alberta and shall open by June 30, 2011.

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.

The Agreement includes the following provision regarding distribution of products in Canada by 7089813 Canada Ltd.:

20. Distributorship Rights.

During the Term of this Agreement, provided that: (a) Sub-Licensee remains in compliance with its obligations hereunder; and (b) Sub-Licensor (or any of its Affiliates) is not bound by an agreement with a third party as of the Effective Date, Sub-Licensor agrees that, if it or any of its Affiliates intend, in their Sole Discretion, to:

- (i) offer products featuring the Intellectual Property in the Territory (including, without limitation, Margaritaville Tequila and Margaritaville packaged food); or
- (ii) license to a third party the right to utilize the Intellectual Property in conjunction with the sale of products in the Territory;

Sub-Licensor shall offer the following rights to Sub-Licensee:

- [A] Sub-Licensor shall notify Sub-Licensee in writing of such intention, providing detail regarding the products to be offered and Sub-Licensor's concept of the marketing and sales opportunity;
- [B] Sub-Licensee shall have a period of three (3) months in which to match the offer set forth in the above-described writing; and
- [C] If, during or at the expiration of such three-month period, Sub-Licensee does not agree to match the written offer described above, then Sub-Licensor may itself move forward or offer such opportunity to one or more third parties.

The "Intellectual Property" is defined as, collectively, the "Trademarks" and the "Concept". The "Trademarks" include the MARGARITAVILLE mark and other marks as used "in direct relation to restaurant services". The "Concept" is the name and approved likeness of Jimmy Buffett and other intellectual property of Margaritaville as used in the Margaritaville restaurant in Orlando, Florida.

3. License Agreement Between Margaritaville SPI, LLC and Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions (Amendment)

License Agreement, dated July 14, 2004, between Margaritaville SPI, LLC and Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions, as amended by that certain letter delivered by Joel Feldman on December 14, 2006, signed by Alejandro Pena, Authorized Representative of

Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions; such letter replaced Margaritaville Holdings LLC with Margaritaville Enterprises, LLC as sublicensor of trademarks. The license was again amended on March 1, 2007 and December 1, 2008.

Margaritaville SPI, LLC ("SPI"), a wholly-owned and licensed subsidiary of Margaritaville Enterprises, LLC, grants an exclusive sub-license to Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions for use of the MARGARITAVILLE design mark including the Hemisphere Dancer Cartouche Design, for blenders, coolers, and grills, with provisions in the License Agreement for expansion of the products to include small appliances for food and beverage preparation and cooking, and indoor and outdoor cookware, indoor and outdoor tabletop accessories, indoor and outdoor tableware and indoor and outdoor gas and electric lighting products. The license was entered into on July 14, 2004, for a term expiring on December 31, 2013, with options to renew for three additional terms of five years each. The Territory of this Agreement is worldwide.

4. Tampa Maid Foods, Inc.

Trademark Sublicense Agreement, effective as of October 1, 2008, by and between Margaritaville Foods, LLC and Tampa Maid Foods, Inc. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Foods, LLC grants to Tampa Maid an exclusive license in the United States and Canada (and their territories), to sell, provide, label, package, distribute, advertise, market and promote pre-packaged, frozen food products that use any of shrimp, crab, crab cakes, calamari, breaded calamari strips and breaded calamari rings, as a primary ingredient that are manufactured for human consumption.

The Agreement is effective as of October 1, 2008 through December 31, 2010, with two 2-year renewal terms, subject to Tampa Maid's compliance with certain performance criteria.

5. Wayne Farms, LLC

Trademark Sublicense Agreement, effective as of December 18, 2008, by and between Margaritaville Foods, LLC and Wayne Farms, LLC. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Foods, LLC grants to Wayne Farms an exclusive license in the United States and Canada (and their territories), to provide, label, package, sell and distribute food that has chicken as a primary ingredient and is manufactured for human consumption.

The Agreement is effective as of December 18, 2008 through December 31, 2011, with five (5) successive renewal periods of two (2) years each, subject to Wayne Farm's compliance with certain performance criteria.

6. Taco Bell Corp.

Trademark License Agreement, effective as of February 5, 2009, by and between Margaritaville Enterprises, LLC and Taco Bell Corp. Margaritaville Enterprises, LLC grants to Taco Bell Corp. the right to use the mark VOLCANO NACHOS in connection with nachos in its Taco Bell-branded restaurants within the United States of America, including its territories and possessions. Taco Bell shall be permitted to delegate and sub-license the license grant to any or all of its Taco Bell-brand franchisees, sublicensees and/or delegees. Margaritaville will not grant any other party the right to use the VOLCANO NACHOS mark in the United States, its territories or possessions, during the Term of the Agreement. Notwithstanding the preceding sentence,

nothing in the Agreement prevents Margaritaville from using the VOLCANO NACHOS mark in connection with its Margaritaville brand restaurants and retailing.

The Initial Term of the Agreement is January 29, 2009 to January 29, 2010. During the Initial Term, Taco Bell shall have the option, in its sole discretion, to convert the Term from one year to perpetual. Taco Bell shall exercise its option by giving written notice to Margaritaville of its intention to exercise such option and paying a required fee on or before the expiration of the Initial Term.

7. Twang Partners, Ltd

Trademark Sublicense Agreement, effective as of June 11, 2009, by and between Margaritaville Foods, LLC and Twang Partners, Ltd. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Foods, LLC grants to Twang Partners an exclusive license in the United States (and its territories), to sell, provide, label, package, distribute, advertise, market and promote salt rimmers consisting of salt, sugar or salt-and-sugar blends, to be used in connection with salt when drinking margaritas.

The Agreement is effective as of June 11, 2009 through December 31, 2012, with two 2-year renewal terms, subject to Twang Partners' compliance with certain performance criteria.

Per an amendment dated September 8, 2009, Twang is also granted exclusive use of the mark LOST SHAKER OF SALT for advertising and promotion of the Products.

8. Tervis Tumbler Company

Trademark License Agreement, dated as of July 1, 2009, by and between Margaritaville Enterprises, LLC and Tervis Tumbler Company. Margaritaville Enterprises, LLC grants to Tervis a non-exclusive license to use: (a) the marks IT'S FIVE O'CLOCK SOMEWHERE, LICENSE TO CHILL and CHANGES IN LATITUDES, CHANGES IN ATTITUDES on plastic tumblers and ice buckets; and (b) the MARGARITAVILLE mark to package and promote plastic tumblers and ice buckets. The Term of the Agreement is July 1, 2009 through December 31, 2009.

The parties previously entered into a Settlement Agreement dated as of June 1, 2007, as amended on December 15, 2008 and February 28, 2009 (see below). The Trademark License Agreement supersedes only those parts of the Settlement Agreement that are expressly changed by the Trademark License Agreement, specifically, the provisions regarding: (a) cessation of use; (b) the Royalty; (c) an unenforceability ruling; (d) indemnification; (e) assignment; and (f) dispute resolution.

9. Agreement between Margaritaville Spirits, LLC and J. Wray & Nephew Ltd.

Agreement, dated May 6, 2009, by and between Margaritaville Spirits, LLC and J. Wray & Nephew Limited. Pursuant to the Agreement, J. Wray & Nephew Limited agrees to manufacture, process, bottle and sell to Margaritaville Spirits' licensee, LUXCO, rum finished in bottles intended to be sold under the MARGARITAVILLE mark. The Term of the Agreement is March 30, 2009 through March 30, 2014.

10. 9th Street Beverages, LLC

Agreement, dated September 1, 2009, by and between Margaritaville Foods, LLC and 9th Street Beverages, LLC. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Foods, LLC grants to 9th Street Beverages an exclusive license throughout the world to use the PARADISE KEY mark to name, manufacture, label, package, distribute, advertise, market, promote and sell NA Beverage Products. Margaritaville Foods, LLC also grants to 9th Street Beverages a non-exclusive license throughout the world to use the MARGARITAVILLE mark to manufacture, label, package, distribute, advertise, market and sell the NA Beverage Products and Promotional Products.

The NA Beverage Products are defined as tea and tea-based beverages, coconut water and coconut-water-based beverages, premium sodas and premium-soda-based beverages, and non-sparkling and sparkling juices and non-sparkling and sparkling-based beverages. Promotional Products are defined as t-shirts and the like.

The Initial Term of the Agreement is September 1, 2009 through December 31, 2029, with two automatic, successive 20-year Renewal Terms, unless 9th Street Beverages notifies Margaritaville Foods in writing of its intent to terminate the agreement at least 180 days prior to the expiration of the Initial Term.

The Agreement also provides that, during the Term and for 6 months thereafter, neither Margaritaville nor its affiliates will authorize or permit the use of the Licensed Properties to manufacture, advertise or promote any non-alcohol beverages other than the NA Beverage Product(s). "Licensed Properties" includes the trademark MARGARITAVILLE, Jimmy Buffett's name, voice, image, identity and likeness to the extent associated with the "Margaritaville" lifestyle concept and provided by Margaritaville for Sublicensee's use, and musical compositions and sound recordings featuring Jimmy Buffett.

11. License Agreement between Cheeseburger Holding Company, LLC and Paradise Restaurant Group, LLC

Trademark Sublicense Agreement, dated September 15, 2009, between Cheeseburger Holding Company, LLC and Paradise Restaurant Group, LLC. This Trademark Sublicense Agreement replaces the Amended and Restated Sublicense Agreement between Cheeseburger Holding Company, LLC and Cheeseburger in Paradise, LLC, dated January 1, 2005.

Cheeseburger Holding Company, LLC ("CHC") is a wholly-owned and licensed subsidiary of Margaritaville Enterprises, LLC.

Paradise Restaurant Group, LLC ("PRG") purchased 100% of OS Tropical's interests in Cheeseburger in Paradise, LLC, pursuant to a Purchase and Sale Agreement dated September 15, 2009 between OS Tropical, LLC ("Outback") and Cheeseburger in Paradise, LLC, on the one hand, and Paradise Restaurant Group, LLC, on the other hand.

CHC grants to PRG an exclusive license to use the CHEESEBURGER IN PARADISE mark for the name of the Restaurants, to develop, advertise and promote the Restaurants, and to sell Products at the Restaurants on the Web Site and in any additional channels of trade that are approved in advance by CHC.

CHC also grants to PRG a non-exclusive license to use the Buffett IP Rights (*i.e.*, the Publicity Rights and "Cheeseburger in Paradise" song) to design, manufacture, package and promote the Products, and to advertise, promote and market the Products and Restaurants.

For purposes of the Agreement, "Restaurants" is defined as the combined restaurant and bar locations branded with the CHEESEBURGER IN PARADISE trademark. "Products" is defined as Merchandise, Food, Alcoholic Beverages, Menu Items (as such terms are defined in the Agreement) and promotional products therefor.

The exclusive license grant is subject to exceptions which allow Margaritaville, Jimmy Buffett and/or its controlled entities to use the mark:

- (i) in existing and future Margaritaville Restaurants and retail stores in a manner materially consistent with current use of the mark as of August 31, 2009;
- (ii) on tour merchandise and merchandise sold through the Coconut Telegraph in a manner materially consistent with current use of the mark; and
- (iii) in connection with music and literary compositions.

Margaritaville, and its controlled entities are expressly forbidden from using or granting licenses to third parties to use the CHEESEBURGER IN PARADISE mark for any other goods or services without prior approval.

The exclusive license grant is subject to exclusions which prohibit PRG from:

- (i) manufacturing any Alcoholic Beverages;
- (ii) using the MARGARITAVILLE mark as the name of any Food or Alcoholic Beverage; and
- (iii) manufacturing, marketing or selling any Products that are the subject of prior agreements between third parties and Enterprises or its Affiliates.

The Territory covered by the Agreement is worldwide with the express exclusion of Japan, Hawaii and Mexico. The term of the Agreement is perpetual subject to express termination provisions set forth in the Agreement.

The parties acknowledge that the Agreement does not create a franchise relationship. The Agreement provides PRG with an option to request that PRG become a franchisor of the Restaurants in the future. Any such Request must be made by the tenth anniversary of the Effective Date (*i.e.*, September 15, 2019). CHC can reject any Request in its sole discretion, and shall reject any Request, unless it receives an unqualified written opinion from legal counsel for PRG that CHC has no liability under any franchise or franchise-related laws for any conduct by PRG as a franchisor.

12. License Agreement between Margaritaville Enterprises, LLC and Mott's, Inc.

Trademark License Agreement, dated September 30, 2000, by and between Margaritaville Holdings LLC, Mott's Inc. and Jimmy Buffett, as amended by: (1) First Amendment to Trademark License Agreement, effective January 1, 2005; and (2) that certain letter delivered by Joel Feldman on December 6, 2006, signed by Georg Rasinski, Authorized Representative and Director of Mott's Inc.; such letter replaced Jimmy Buffett with Margaritaville Enterprises, LLC as the licensor of trademarks, and replaced Margaritaville Holdings LLC with Margaritaville Enterprises, LLC, with respect to all rights and responsibilities thereof.

Margaritaville Enterprises, LLC grants to Mott's, Inc., an affiliate of Cadbury Schweppes Americas, an exclusive license agreement to manufacture, label, package, distribute and sell ready-to-drink pre-mixed alcoholic beverages and alcoholic and non-alcoholic cocktail mixes within the United States, Canada and Mexico under the MARGARITAVILLE mark and variations thereof. The license was entered into on September 30, 2000, for a term of four years, with an option to renew for additional terms of two years each.

The Territory of the Agreement is the United States; provided, however, that if Margaritaville obtains trademark registrations for marks incorporating MARGARITAVILLE for cocktail mixes in Canada, Mexico or the U.S. possessions or territories, such areas shall automatically become part of the Territory.

Per an amendment dated October 10, 2009, Mott's is granted a license to use the Licensed Marks on the website margaritavillemix.com, and the Territory is expanded to confirm inclusion of Canada.

13. License Agreement Between Margaritaville Tequila, LLC and Luxco, Inc.

Trademark Sub-License Agreement, dated January 1, 2007, between Margaritaville Tequila, LLC and LUXCO, Inc. as amended. Pursuant to a Restated License Agreement between Margaritaville Enterprises, LLC and Margaritaville Tequila, LLC dated as of January 1, 2007, 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"). Margaritaville Tequila, LLC changed its name to Margaritaville Spirits, LLC on February 19, 2009.

Under the License Agreement, Margaritaville Spirits, LLC retains the right to sell, market and promote the Products. The License Agreement has an initial term of ten years from January 1, 2007, with automatic one-year extensions (unless terminated pursuant to the License Agreement). The Agreement was amended on June 1, 2009 to add Margaritaville rum products to Luxco's distribution rights.

Greenberg Traurig LLP - Intellectual Property Department

Trademark/Service Mark Report

CLIENT: Margaritaville Enterprises, LLC

DOCKET ID	TRADEMARK REG. OWNER	COUNTRY/STATE STATUS SUBSTATUS	APP. DATE APP. NO. REG. NO. REG. DATE	INTL CLASS(ES)	GOODS	TRADEMARK LOGO
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101885-010800-0650	CARIBBEAN SOUL	Canada Pending	1427708 2/12/2009	25	Class 25: Shirts, shorts, hats, headwear and footwear.	
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Margaritaville Enterprises, LLC

101885-010800-0651	CARIBBEAN SOUL (and design)	Canada Pending	1427709 2/12/2009	25	Class 25: Shirts, shorts, hats, headwear and footwear.	
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Margaritaville Enterprises, LLC

101885-010800-0662	PARADISE KEY	Canada Pending	1442611 6/25/2009	30, 32	Class 30: Tea, fruit tea, green tea, black tea, herbal tea, iced tea; prepared coffee and coffee based beverages;	
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Margaritaville Enterprises, LLC

101885-010800-0664	PARROT HEAD	Canada Pending	1440120 6/2/2009	41	Class 41: Fan club services rendered via on-line computer network; fan clubs.	
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CLIENT: Margaritaville Enterprises, LLC

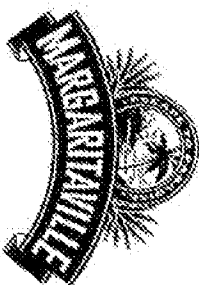
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101885-010800-0670	MARGARITAVILLE	Canada	1447347	20	Class 20: Furniture	
		Pending	8/6/2009			

Margaritaville Enterprises, LLC

101885-010800-0676	MARGARITAVILLE ESCAPE TO PARADISE (and design)	Canada	10/26/2009	20	Class 20: Furniture.	
		Pending				

Margaritaville Enterprises, LLC



101885-010800-0677	LOST SHAKER OF SALT	Canada	10/26/2009	20	Class 20: Furniture.	
		Pending				

Margaritaville Enterprises, LLC

101885-010800-0678	WASTIN' AWAY AGAIN IN MARGARITAVILLE	Canada	10/26/2009	20	Class 20: Furniture.	
		Pending				

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	REG. OWNER	STATUS	APP. NO.	CLASS(ES)		
		SUBSTATUS	REG. NO.			

101885-010800-0679	CHANGES IN LATITUDES, CHANGES IN ATTITUDES	Canada	10/26/2009	20	Class 20: Furniture.	
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Margaritaville Enterprises, LLC

101885-010800-0666	PARADISE KEY	European Union	8384422	30, 32	Class 30: Tea, fruit tea, green tea, black tea, herbal tea, iced tea, prepared coffee and coffee based beverages;	
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Margaritaville Enterprises, LLC

101885-010800-0673	MARGARITAVILLE	European Union	8637911	20	Class 20: Furniture	
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Margaritaville Enterprises, LLC

101885-020000-0598	HONOLULU SURFING MUSEUM	Hawaii	2/13/2009	41	Class 41: Museum services.	
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101885-020000-0599	HONOLULU SURFING MUSEUM (Tradename)	Hawaii Registered	2/13/2009 4070292 2/13/2009		Museum services.	

Margaritaville Enterprises, LLC

101885-010800-0659	PARADISE KEY	Jamaica Pending	54047 6/24/2009	30, 32	Class 30: Tea, fruit tea, green tea, black tea, herbal tea, iced tea; prepared coffee and coffee based beverages;	
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Margaritaville Enterprises, LLC

101885-010800-0671	MARGARITAVILLE	Jamaica Pending	54299 8/12/2009	20	Class 32: Fruit drinks, fruit juices, fruit-based soft drinks flavored with tea, lemonades; bottle water, still water, sparkling water, flavored water, drinking water with vitamins; energy drinks, sports drinks; soft drinks; soda pops.	
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Margaritaville Enterprises, LLC

101885-010800-0665	PARROT HEADS	Japan Pending	2009-41187 6/3/2009	41	Class 41: Fan club services rendered via on-line computer network, fan clubs; providing web discussion boards; providing software for wallpapers and icons; providing photo gallery on webpage; providing digital news letter and information services regarding concerts and radio programs.	
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101885-010800-0658	PARADISE KEY	Mexico Pending	1016417 6/29/2009	30	Class 30: Tea, fruit tea, green tea, black tea, herbal tea, iced tea, prepared coffee and coffee based beverages.	
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Margaritaville Enterprises, LLC

101885-010800-0669	PARADISE KEY	Mexico Pending	1016418 6/29/2009	32	Class 32: Fruit drinks, fruit juices, fruit-based soft drinks flavored with tea, lemonades; bottle water, still water, sparkling water, flavored water, drinking water with vitamins; energy drinks, sports drinks; soft drinks; soda pops.	
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Margaritaville Enterprises, LLC

101885-010800-0674	MARGARITAVILLE	Mexico Pending	1025848 8/11/2009	20	Class 20: Furniture	
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Margaritaville Enterprises, LLC

101885-010800-0660	PARADISE KEY	Turks & Caicos Pending	15873 7/2/2009	30	Class 30: Tea, fruit tea, green tea, black tea, herbal tea, iced tea; prepared coffee and coffee based beverages.	
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101885-010800-0668	PARADISE KEY	Turks & Caicos Pending	15874 7/2/2009	32	Class 32: Fruit drinks, fruit juices, fruit-based soft drinks flavored with tea, lemonades, bottle water, still water, sparkling water, flavored water, drinking water with vitamins, energy drinks, sports drinks, soft drinks, soda pops.	
Margaritaville Enterprises, LLC						
101885-010800-0672	MARGARITAVILLE	Turks & Caicos Registered	15913 8/25/2009	20	Class 20: All goods listed in Class 20	
Margaritaville Enterprises, LLC						
101885-010800-0663	PARADISE KEY	United Arab Emirates Pending	131137 6/29/2009	30	Class 30: Tea, fruit tea, green tea, black tea, herbal tea, iced tea, prepared coffee and coffee based beverages;	
Margaritaville Enterprises, LLC						
101885-010800-0667	PARADISE KEY	United Arab Emirates Pending	131138 6/29/2009	32	Class 32: Fruit drinks, fruit juices, fruit-based soft drinks flavored with tea, lemonades, bottle water, still water, sparkling water, flavored water, drinking water with vitamins, energy drinks, sports drinks, soft drinks, soda pops.	
Margaritaville Enterprises, LLC						

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101885-020000-0589	ESCAPE YOUR WORLD, RELAX IN OURS	United States of America Pending Allowed	7/7/653,675 1/2/12/2009	25	Clothing, namely, shirts, T-shirts, polo shirts, tank tops, sweaters, sweatshirts, blouses, jerseys, pants, jeans, shorts, skirts, dresses, coats, jackets, vests, swimwear, loungewear, sleepwear, underwear, boxer shorts, socks, leggings, hosiery, scarves, gloves, mittens, bandanas, belts, baby bibs not of paper, headwear, footwear, in International Class 25	
101885-020000-0590	ESCAPE YOUR WORLD, RELAX IN OURS	United States of America Pending Allowed	7/7/653,677 1/2/12/2009	29	Frozen prepared poultry, meat, and seafood; vegetable based spreads, meat based spreads, cheese spreads, cheese dips; dips excluding salsa and other sauces used as dips; bean dips, snack dips, dairy based dips, guacamole, hummus, in International Class 29	
101885-020000-0591	ESCAPE YOUR WORLD, RELAX IN OURS	United States of America Pending Allowed	7/7/653,678 1/2/12/2009	30	Salsa, hot sauce, tortilla chips, tortillas, pita chips, salad dressings, in International Class 30	
101885-020000-0592	ESCAPE YOUR WORLD, RELAX IN OURS	United States of America Pending Allowed	7/7/653,682 1/2/12/2009	32	Beer, non-alcoholic cocktail mixes, non-alcoholic malt beverages, non-alcoholic frozen fruit beverages and smoothies, soft drinks, fruit drinks, fruit juices, drinking water, bottled water, sports drinks, energy drinks, in International Class 32	

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101885-020000-0594	ONE PARTICULAR HARBOUR	United States of America Pending Allowed	7/7/658,479 1/28/2009	43	Restaurant, bar and hotel services, in International Class 43	
Margaritaville Enterprises, LLC						
101885-020000-0595	MARGARITAVILLE BREADED CALAMARI RINGS	United States of America Pending Allowed	7/7/661,513 2/2/2009	29	Pre-packaged calamari for human consumption, in International Class 29	
Margaritaville Enterprises, LLC						
101885-020000-0596	WE KNOW WHO YOU ARE	United States of America Pending Allowed	7/7/679,904 2/27/2009	25	Clothing, nameley, shirts, t-shirts and hats, in International Class 25	
Margaritaville Enterprises, LLC						
101885-020000-0600	CHANGE YOUR LATITUDE	United States of America Pending Allowed	7/7/665,258 2/6/2009	29	Prepackaged seafood for human consumption, poultry, meat, in International Class 29	
Margaritaville Enterprises, LLC						

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101885-020000-0601	CHANGE YOUR LATITUDE	United States of America Pending	7/7/655,263 2/6/2009	29, 30	Vegetable based spreads, meat based spreads, cheese spreads, dips, bean dips, snack dips, cheese dips, dairy based dips, guacamole, hummus, chile con queso, in International Class 29;	
Margaritaville Enterprises, LLC						
101885-020000-0602	PARADISE KEY	United States of America Pending Allowed	7/7/699,388 3/25/2009	30	Tea, fruit tea, green tea, black tea, herbal tea, iced tea; prepared coffee and coffee based beverages, in International Class 30	
Margaritaville Enterprises, LLC						
101885-020000-0606	NEVER LEAVE YOUR WING MAN	United States of America Pending	7/7/679,946 2/27/2009	29	Chicken, in International Class 29	
Margaritaville Enterprises, LLC						
101885-020000-0607	OUT OF MANY ONE RUM	United States of America Pending Allowed	7/7/682,985 3/4/2009	25	Clothing, namely, shirts, T-shirts, polo shirts, tank tops, sweaters, sweatshirts, blouses, jerseys, pants, jeans, shorts, skirts, dresses, coats, jackets, vests, swimwear, loungewear, sleepwear, underwear, boxer shorts, socks, leggings, hosiery, scarves, gloves, mittens, bandanas, belts, baby bibs not of paper, headwear, footwear, in International Class 25	
Margaritaville Enterprises, LLC						

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101885-020000-0608	WE KNOW WHO YOU ARE	United States of America	77/679,905 2/27/2009	33	Tequila, In International Class 33	
		Pending				
		Allowed				

Margaritaville Enterprises, LLC

101885-020000-0609	CARIBBEAN SOUL (and design)	United States of America	77/682,043 3/3/2009	25	Footwear, International Class 25	
		Pending				
		Allowed				



Margaritaville Enterprises, LLC

101885-020000-0610	OUT OF MANY ONE RUM	United States of America	77/682,988 3/4/2009	33	Rum, In International Class 33	
		Pending				
		Allowed				

Margaritaville Enterprises, LLC

101885-020000-0613	ISLAND LIME	United States of America	77/692,761 3/17/2009	29	Chicken, In International Class 29	
		Pending				
		Allowed				

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101885-020000-0614	ISLAND LIME	United States of America Registered	77/693,069 3/17/2009 3,692,077 10/6/2009	30	Tortilla chips, in International Class 30	
Margaritaville Enterprises, LLC						
101885-020000-0615	SUMMERZCOOL	United States of America Pending Allowed	77/693,691 3/18/2009	25	Clothing, namely, shirts, T-shirts, polo shirts, tank tops, sweaters, sweatshirts, blouses, jerseys, pants, jeans, shorts, skirts, dresses, coats, jackets, vests, swimwear, loungewear, sleepwear, underwear, boxer shorts, socks, leggings, hosiery, scarves, gloves, mittens, bandanas, belts; baby bibs not of paper; headwear; footwear, in International Class 25	
Margaritaville Enterprises, LLC						
101885-020000-0616	A LOT TO DRINK ABOUT	United States of America Pending Allowed	77/693,694 3/18/2009	25	Clothing, namely, shirts, T-shirts, polo shirts, tank tops, sweaters, sweatshirts, blouses, jerseys, pants, jeans, shorts, skirts, dresses, coats, jackets, vests, swimwear, loungewear, sleepwear, underwear, boxer shorts, socks, leggings, hosiery, scarves, gloves, mittens, bandanas, belts; baby bibs not of paper; headwear; footwear, in International Class 25	
Margaritaville Enterprises, LLC						
101885-020000-0617	PARADISE KEY	United States of America Pending Allowed	77/699,389 3/25/2009	32	Fruit drinks, fruit juices, fruit-based soft drinks flavored with tea, lemonades, bottled water, still water, sparkling water, flavored water, drinking water with vitamins; energy drinks, sports drinks; soft drinks, soda pops, in International Class 32	
Margaritaville Enterprises, LLC						

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101885-020000-0622	RHYTHM WITH REASON	United States of America	7/7/46,543 5/28/2009	15	Guitar picks, in International Class 15	
		Pending				
		Published				

Margaritaville Enterprises, LLC

101885-020000-0623	PLUM CRAZY SHRIMP	United States of America	7/7/73,571 5/11/2009	29	Prepackaged shrimp for human consumption, in International Class 29	
		Pending				
		Allowed				

Margaritaville Enterprises, LLC

101885-020000-0624	MARGARITAVILLE VOLCANO SHRIMP	United States of America	7/7/73,578 5/11/2009	29	Prepackaged shrimp for human consumption, in International Class 29	
		Pending				

Margaritaville Enterprises, LLC

101885-020000-0625	MARGARITAVILLE	United States of America	7/7/73,058 4/27/2009	30	Salt, sugar, salt and sugar blends, in International Class 30	
		Pending				
		Allowed				

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101885-020000-0626	HEMISPHERE DANCER PREMIUM (and design)	United States of America	7/17/23,065	30	Salt, sugar, salt and sugar blends, in International Class 30	
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Pending
Allowed

Margaritaville Enterprises, LLC



101885-020000-0628	MARGARITAVILLE	United States of America	7/17/33,791	37	Real estate development and construction of hotels, condominiums and resorts; real estate services, namely, maintenance of hotel condominiums, in International Class 37	
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Pending
Allowed

Margaritaville Enterprises, LLC

101885-020000-0632	IT'S TIME FOR A LITTLE LATITUDE ADJUSTMENT	United States of America	7/17/48,899	30	Tea, fruit tea, green tea, black tea, herbal tea, iced tea; prepared coffee and coffee based beverages, in International Class 30	
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Pending
Published

Margaritaville Enterprises, LLC

101885-020000-0632	IT'S TIME FOR A LITTLE LATITUDE ADJUSTMENT	United States of America	7/17/48,902	32	Fruit drinks, fruit juices, fruit-based soft drinks flavored with tea, lemonades; bottled water, still water, sparkling water, flavored water, drinking water with vitamins; energy drinks, sports drinks; soft drinks, soda pops, in International Class 32	
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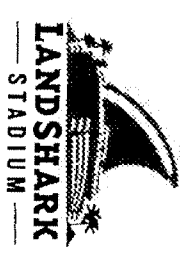
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101885-020000-0633	THE BEST MARGARITAS COME FROM MARGARITAVILLE IMPORTED (and cartouche design)	United States of America	77/770,992 6/30/2009	33	Tequila, in International Class 33	
	Margaritaville Enterprises, LLC					

101885-020000-0634	LANDSHARK STADIUM (and design)	United States of America	77/778,509 7/10/2009	43	Arena services, namely, providing facilities for sports, concerts, conventions and exhibitions, in International Class 43	
	Margaritaville Enterprises, LLC					

101885-020000-0635	LANDSHARK STADIUM	United States of America	77/778,508 7/10/2009	43	Arena services, namely, providing facilities for sports, concerts, conventions and exhibitions, in International Class 43	
	Margaritaville Enterprises, LLC					

101885-020000-0636	MARGARITAVILLE	United States of America	77/786,963 7/22/2009	20	Furniture, in International Class 20	
	Margaritaville Enterprises, LLC					

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101885-020000-0637	LANDSHARK	United States of America	7/17/86, 986	9	Video and computer game programs, in International Class 9	
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Pending
Published

Margaritaville Enterprises, LLC

101885-020000-0638	LANDSHARK	United States of America	7/17/86, 989	25	Clothing; headwear; footwear, in International Class 25	
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101885-020000-0640	JIMMY BUFFETTS	United States of America	7/7/81, 9/03	9, 32, 33, 38, 41, 43	Gaming machines, in International Class 9;	
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Pending

Margaritaville Enterprises, LLC

Drinking water, beer, ale, porter, stout, lager, non-alcoholic punches, non-alcoholic malt beverages, soft drinks, fruit drinks, non-alcoholic cocktail mixes, and preparations for making fruit drinks, in International Class 32;

Distilled liquors, liqueurs, prepared alcoholic cocktails, wine coolers, prepared wine cocktails, wines, and alcoholic punches, in International Class 33;

Radio broadcasting, in International Class 38;

Casinos; entertainment services in the nature of ongoing television programs in the field of variety, theatrical productions; and motion picture production, in International Class 41;

Hotels and resort hotels, in International Class 43.

Alcoholic beverage produced from a brewed malt base with natural flavors; alcoholic malt coolers; flavored brewed malt beverage, in International Class 33;

Margaritaville Enterprises, LLC

101885-020000-0641	MARGARITAVILLE	United States of America	7/7/81, 17, 470	33		
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101885-020000-0642	LOST SHAKER OF SALT	United States of America Pending	77/829,504 9/18/2009	30	Salt, sugar, salt and sugar blends, in International Class 30	
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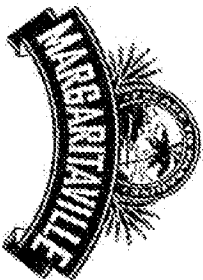
Margaritaville Enterprises, LLC

101885-020000-0644	MARGARITAVILLE	United States of America Pending	77/840,146 10/2/2009	36	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	
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Margaritaville Enterprises, LLC

101885-020000-0645	MARGARITAVILLE ESCAPE TO PARADISE (and design)	United States of America Pending	77/853,781 10/21/2009	20	Furniture, in International Class 20	
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Margaritaville Enterprises, LLC



101885-020000-0646	LOST SHAKER OF SALT	United States of America Pending	77/853,787 10/21/2009	20	Furniture, in International Class 20	
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Margaritaville Enterprises, LLC

10/29/2009 1:35:47 PM

Report: _Trademarks - Report by Client (w/Image Goods) sorted by Client Country and TMID

Greenberg Traurig LLP - Intellectual Property Department
Trademark/Service Mark Report

CLIENT: Margaritaville Enterprises, LLC

DOCKET ID	TRADEMARK	COUNTRY/STATE	APP. DATE	INT'L	GOODS	TRADEMARK LOGO
	REG. OWNER	STATUS	APP. NO.	CLASS(ES)		
		SUBSTATUS	REG. NO.			
			REG. DATE			

101885-020000-0647	WASTIN' AWAY AGAIN IN MARGARITAVILLE	United States of America	77/853,790 10/21/2009	20	Furniture, in International Class 20	
		Pending				

Margaritaville Enterprises, LLC

101885-020000-0648	CHANGES IN LATITUDES, CHANGES IN ATTITUDES	United States of America	77/853,795 10/21/2009	20	Furniture, in International Class 20	
		Pending				

Margaritaville Enterprises, LLC

101885-020000-0649	MARGARITAVILLE	United States of America	77/859,353 10/28/2009	9	Interactive game software, computer game software, electronic game programs, downloadable interactive, computer, video and electronic game programs, computer application software for mobile phones; electronic game software for wireless devices, in International Class 9	
		Pending				

Margaritaville Enterprises, LLC

10/29/2009 1:35:47 PM

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