

RE

04-02-2010

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings →→→



103593652

and original documents or copy thereof.

4/1/10

1. Name of conveying party(ies):
HURRICANE BRAND HOLDINGS, LLC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other _____

Additional Name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: July 13, 2009

2. Name and address of receiving party(ies)

Name: HURRICANE AMT, LLC

Internal _____

Address: _____

Street Address: 1750 Florida Mango Road, Ste 103

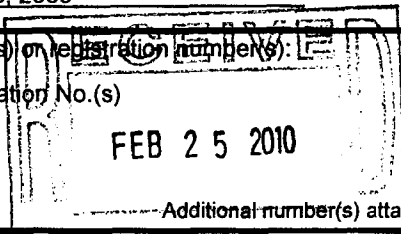
City: West Palm Beach State: FL 33409

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Florida
- Other Limited Liability Company _____

If assignee is domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)



B. Trademark Registration No.(s)

3,402,302; 3,629,146; 3,241,151; 3,385,900; 3,470,017; 3,462,829; 3,502,128; 3,547,215

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David Carrithers, Carrithers Law Office PLLC

Internal Address: _____

Street Address: 6200 Dutchmans Lane

Suite 206

City: Louisville State: Kentucky Zip: 40205

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500642

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David Carrithers

Name of Person Signing

David Carrithers
Signature

2/17/10
Date

Total number of pages including cover sheet, attachments, and documents: 2 2592010 LMUELLER 00000023 500642 340202

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

175.00 DA

40.00 DP

TRADEMARK ASSIGNMENT

This assignment ("Assignment") is from HURRICANE BRAND HOLDINGS, LLC., a Florida corporation with an address at 5190 Lake Worth Road, Greenacres, Florida 33463 ("ASSIGNOR") to HURRICANE AMT, LLC, a Florida corporation with a business address at 1750 Florida Mango Road, Suite 103, West Palm Beach, FL 33409 ("ASSIGNEE");

WHEREAS, ASSIGNOR has a registered trademark Reg. No. 3,402,302 for a certain trademark(s) ("the Marks") TIME TO GET AWAY, S.N. 76/663,516 filed 7/24/2006, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriation of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

HURRICANE BRAND HOLDINGS, LLC.
Fred Meltzer

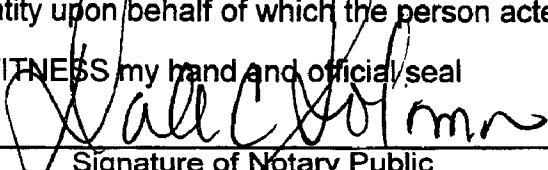


ACKNOWLEDGMENT

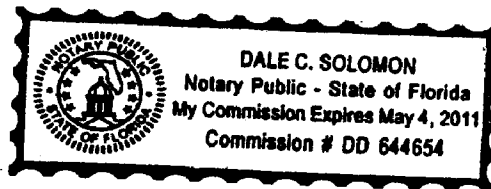
State of Florida }
County of Palm Beach }

On July 13, 2009 before me, Dale C Solomon Notary Public, personally appeared Fred Meltzer, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Signature of Notary Public



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WHEREAS, ASSIGNOR has a registered trademark Reg. No. 3,629,146 for a certain trademark(s) ("the Marks") **HURRICANE GRILL WINGS and PALM TREE FLAG DESIGN**, S.N. 76/686,198 filed 1/28/2008, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products"); and

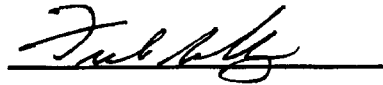
WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriation of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

HURRICANE BRAND HOLDINGS, LLC.
Fred Meltzer

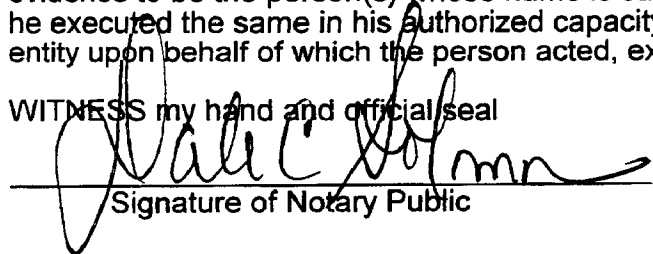
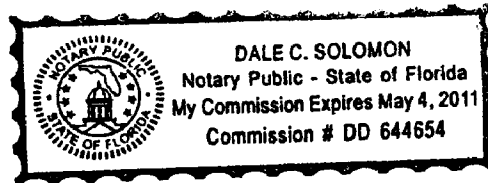


ACKNOWLEDGMENT

State of FLORIDA)
County of Palm Beach)

On July 2, 2009 before me, Dale C Solomon Notary Public, personally appeared Fred Meltzer, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by is signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal


Signature of Notary Public

TRADEMARK ASSIGNMENT

This assignment ("Assignment") is from HURRICANE BRAND HOLDINGS, LLC., a Florida corporation with an address at 5190 Lake Worth Road, Greenacres, Florida 33463 ("ASSIGNOR") to HURRICANE AMT, LLC, a Florida corporation with a business address at 1750 Florida Mango Road, Suite 103, West Palm Beach, FL 33409 ("ASSIGNEE");

WHEREAS, ASSIGNOR has a registered trademark Reg. No. 3,241,151 for a certain trademark(s) ("the Marks") **TIME TO GET AWAY**, S.N. 76/663,521 filed 7/24/2006, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriation of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

HURRICANE BRAND HOLDINGS, LLC.
Fred Meltzer

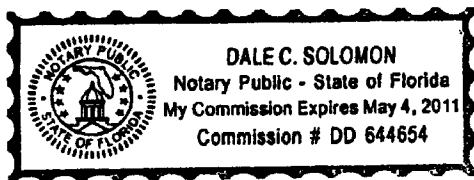
Fred Meltzer

ACKNOWLEDGMENT

State of FLORIDA)
County of Palm Beach

On July 13, 2009 before me, Dale C Solomon Notary Public, personally appeared Fred Meltzer, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal
Dale C Solomon
Signature of Notary Public



TRADEMARK ASSIGNMENT

This assignment ("Assignment") is from HURRICANE BRAND HOLDINGS, LLC., a Florida corporation with an address at 5190 Lake Worth Road, Greenacres, Florida 33463 ("ASSIGNOR") to HURRICANE AMT, LLC, a Florida corporation with a business address at 1750 Florida Mango Road, Suite 103, West Palm Beach, FL 33409 ("ASSIGNEE");

WHEREAS, ASSIGNOR has a registered trademark Reg. No. 3,385,900 for a certain trademark(s) ("the Marks") **TIME TO GET AWAY**, S.N. 76/663,519 filed 7/24/2006, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products"); and


WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriation of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

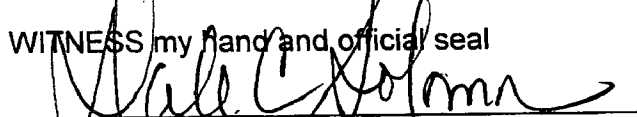
HURRICANE BRAND HOLDINGS, LLC.
Fred Meltzer

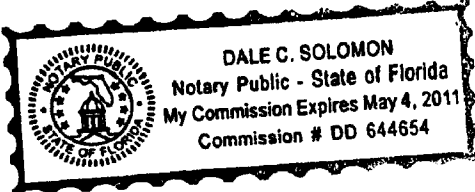


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County of Palm Beach

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WITNESS my hand and official seal

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WHEREAS, ASSIGNOR has a registered trademark Reg. No. 3,470,017 for a certain trademark(s) ("the Marks") **HURRICANE GRILL AND WINGS AND DESIGN**, S.N. 76/663,522 filed 7/24/2006, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriation of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

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IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

HURRICANE BRAND HOLDINGS, LLC.
Fred Meltzer



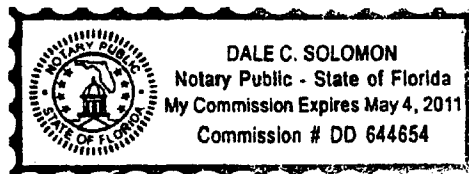
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State of FLORIDA
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WHEREAS, ASSIGNOR has a registered trademark Reg. No. 3,462,829 for a certain trademark(s) ("the Marks") **HURRICANE GRILL AND WINGS AND DESIGN**, S.N. 76/663,517 filed 7/24/2006, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriation of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

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Fred Meltzer

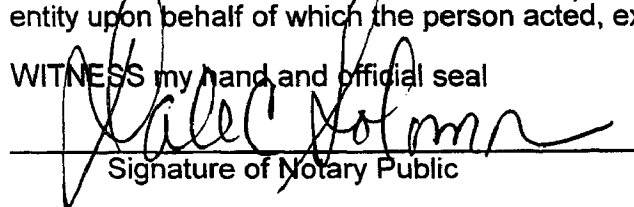
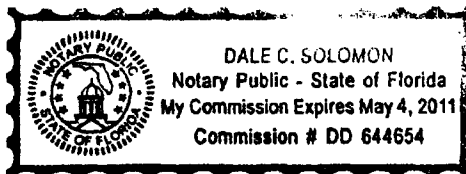


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WHEREAS, ASSIGNOR has a registered trademark Reg. No. 3,502,128 for a certain trademark(s) ("the Marks") **HURRICANE GRILL AND WINGS AND DESIGN**, S.N. 76/663,523 filed 7/24/2006, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks (the "Marks").

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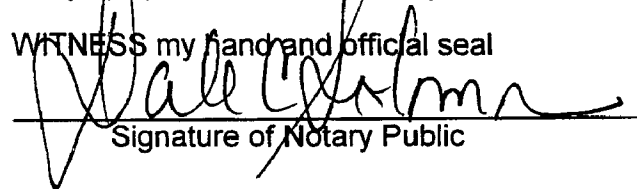
**HURRICANE BRAND HOLDINGS, LLC.
Fred Meltzer**

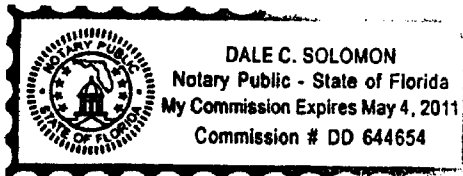


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WHEREAS, ASSIGNOR has a registered trademark Reg. No. 3,547,215 for a certain trademark(s) ("the Marks") **HURRICANE WINGS GRILL AND DESIGN**, S.N. 76/647,935 filed 10/4/2005, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products"); and

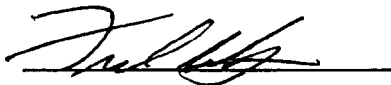
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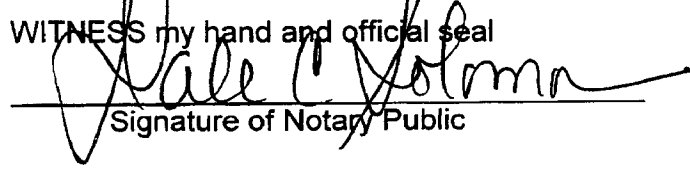
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