

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		08/09/2010	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Guggenheim Corporate Funding, LLC
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: 39

Property Type	Number	Word Mark
Serial Number:	77943926	THE DIVA RITA
Serial Number:	77941624	LANDSHARK
Serial Number:	77941626	LANDSHARK
Serial Number:	77941630	CHANGE YOUR LATITUDE
Serial Number:	77941635	CHANGE YOUR LATITUDE
Serial Number:	77941622	LICENSE TO CHILL
Serial Number:	85057258	PARTY IN PARADISE
Serial Number:	85012001	MARGARITAVILLE HEMISPHERE DANCER PREMIUM
Serial Number:	85012014	MARGARITAVILLE HEMISPHERE DANCER PREMIUM
Serial Number:	85012015	MARGARITAVILLE PARADISE KEY TEAS
Serial Number:	85012016	MARGARITAVILLE PARADISE KEY TEAS
Serial Number:	85036822	MARGARITAVILLE PARROT
Serial Number:	85032859	MARGARITAVILLE PARTY IN PARADISE PREMIUM
Serial Number:	85034444	AIR MARGARITAVILLE

CH \$990.00 77943926

Serial Number:	85054788	MARGARITAVILLE BEACH HOTEL
Serial Number:	85054790	MARGARITAVILLE BEACH HOTEL
Serial Number:	85064596	MARGARITAVILLE
Serial Number:	85064604	MARGARITAVILLE
Serial Number:	85064606	MARGARITAVILLE
Serial Number:	85064611	HEMISPHERE DANCER PREMIUM
Serial Number:	85064616	HEMISPHERE DANCER PREMIUM
Serial Number:	85064619	HEMISPHERE DANCER PREMIUM
Serial Number:	85076995	CHANGE YOUR LATITUDE
Serial Number:	85076997	CHANGES IN LATITUDES, CHANGES IN ATTITUDES
Serial Number:	85076998	IN SEARCH OF MARGARITAVILLE
Serial Number:	85077002	LANDSHARK
Serial Number:	85077005	LICENSE TO CHILL
Serial Number:	85077007	PARROTHEAD
Serial Number:	85076988	A1A
Serial Number:	85076990	A1A
Serial Number:	85076989	A1A
Serial Number:	85076991	A1A
Serial Number:	85085331	FINS
Serial Number:	85085332	FINS UP
Serial Number:	85085335	PHINS UP
Serial Number:	85088900	MARGARILLAS
Serial Number:	85088905	MARGARILLAS
Serial Number:	85088907	MARGARILLAS
Serial Number:	85088911	MARGARILLAS

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123108000
Email: vindra.richter@weil.com, suzanne.inglis@weil.com
Correspondent Name: Vindra Richter
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:	Vindra Richter
Signature:	/Vindra Richter/
Date:	08/12/2010
<p>Total Attachments: 20 source=M-G 4673_001#page1.tif source=M-G 4673_001#page2.tif source=M-G 4673_001#page3.tif source=M-G 4673_001#page4.tif source=M-G 4673_001#page5.tif source=M-G 4673_001#page6.tif source=M-G 4673_001#page7.tif source=M-G 4673_001#page8.tif source=M-G 4673_001#page9.tif source=M-G 4673_001#page10.tif source=M-G 4673_001#page11.tif source=M-G 4673_001#page12.tif source=M-G 4673_001#page13.tif source=M-G 4673_001#page14.tif source=M-G 4673_001#page15.tif source=M-G 4673_001#page16.tif source=M-G 4673_001#page17.tif source=M-G 4673_001#page18.tif source=M-G 4673_001#page19.tif source=M-G 4673_001#page20.tif</p>	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2010, 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, dated as of December 20, 2006, in favor of the Administrative Agent (the "Guarantee and Collateral Agreement") pursuant to which it has guaranteed the Obligations and to which it is 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 Collateral 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

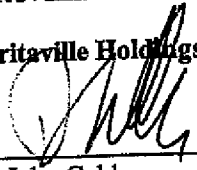
The Administrative Agent acknowledges and agrees that the security interest granted herein, in the Guarantee and Collateral Agreement and in any related document is subject to the License-Back to Jimmy Buffett, and any and all rights of the Administrative Agent in the event of default by one or more 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 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:
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.

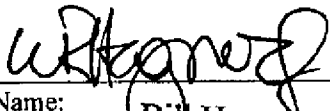
MARGARITAVILLE ENTERPRISES, LLC

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**

Schedule I
to
Trademark Security Agreement

Dated July 22, 2010

INCLUDE ONLY U.S. INTELLECTUAL PROPERTY

- A. REGISTERED TRADEMARKS
- B. TRADEMARK APPLICATIONS

See attached docket for all trademark applications and registrations made during the period of February 19, 2010 through July 22, 2010 (the "Covered Period").

- C. TRADEMARK LICENSES

The following Trademark Licenses have been entered into or amended during the Covered Period (or amended earlier, but execution copies received during the Covered Period).

1. 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.

The Agreement was amended on January 1, 2010 to adjust certain minimum royalties and add trademarks.

2. 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. Taco Bell exercised its option in January 2010 and the Term was converted to perpetual.

3. Schou USA, LLC

Trademark Sublicense Agreement, effective as of November 20, 2009, by and between Margaritaville Furniture, LLC and Schou USA, LLC. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Furniture, LLC grants to Schou USA an exclusive license in the Territory to manufacture, advertise, promote, market, distribute and sell: (a) outdoor casual furniture and beach furniture (excluding indoor and outdoor gas and electric lighting products); and (b) outdoor furniture-related accessories and beach-furniture related accessories (excluding indoor and outdoor tabletop accessories and indoor and outdoor tableware). Schou is also given an exclusive license to manufacture such products in China and such other manufacturing territories as may be approved by Margaritaville Furniture, LLC.

The Territory is defined as the United States, Canada, Europe, South Africa, Jamaica, Turks & Caicos, Cayman Islands and Mexico and such other countries as may be approved in writing by Margaritaville Furniture, LLC, such approval not to be unreasonably withheld.

The Agreement is effective as of November 20, 2009 through December 31, 2013, with one 5-year renewal term at Schou's option, subject to Schou's payment of certain annual minimum royalties.

The Agreement was amended on July 15, 2010 to adjust the minimum royalties.

4. Orange 21 Inc.

Trademark Sublicense Agreement, effective as of February 19, 2010, by and between Margaritaville Eyewear, LLC and Orange 21 Inc. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Eyewear, LLC grants to Orange 21 an exclusive license to: (a) design develop, produce and manufacture Sublicensed Products anywhere in the world; and (b) advertise, promote, market, distribute and sell Sublicensed Products in the Territory.

The Sublicensed Products are defined as all eyewear, including, without limitation, non-prescription and prescription sunglasses, prescription glasses and other related products (such as goggles, sunglass cases, straps, sunglass cleaning supplies, and other eyewear accessories) that bear or have any label, packaging or other distinguishing characteristic that bears the MARGARITAVILLE MARK and such other marks as may be added pursuant to the terms of the Agreement.

The Territory is defined as the United States, Canada, Australia, Jamaica, Grand Cayman, Turks & Caicos and such other countries and jurisdictions as may be approved in writing by Margaritaville pursuant to the terms of the Agreement.

The Agreement is effective as of February 19, 2010 through February 19, 2014.

5. Sazerac Company, Inc.

Trademark License Agreement, effective as of April 30, 2010, by and between Margaritaville Enterprises, LLC and Sazerac Company, Inc. In connection with an Asset Purchase Agreement between Margaritaville Spirits, LLC and Sazerac Company, Inc., in which the assets of the Margaritaville Spirits business were sold to Sazerac, Margaritaville Enterprises, LLC granted to Sazerac: (1) an exclusive license to use the Exclusive Marks on and in connection with the Licensed Products in the Territory; and (2) a non-exclusive license to use the Non-Exclusive Marks in connection with the marketing and promotion (and, in some cases, the sale and distribution) of the Licensed Products.

The Exclusive Marks are the marks MARGARITAVILLE and the marks used for flavors of tequila, such as TROPICAL TANGERINE. The Non-Exclusive Marks consist of certain slogans used with alcohol beverage products. The Licensed Products are bottled and prepackaged liquors, liqueurs and spirits, but excluding malt-based beverages in Class 33, wine, alcohol beverages in Class 32 and other exclusions.

The Term of the Agreement is perpetual, with certain termination rights. The Territory is worldwide.

6. 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, granted to LUXCO, Inc. an exclusive license to source tequila and other raw materials, contract with distilleries, import, process, bottle, label, store, ship, bill and collect money and all other reasonably necessary activities, except sell, market and promote, solely with respect to alcohol beverages for which the tequila and other raw materials are sourced, under the MARGARITAVILLE mark, excluding beer and wine 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. Margaritaville Tequila, LLC changed its name to Margaritaville Spirits, LLC on February 19, 2009.

Under the License Agreement, Margaritaville Spirits, LLC retained the right to sell, market and promote the Products. The License Agreement had 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.

The License Agreement with LUXCO was terminated on April 30, 2010, in connection with the Asset Purchase Agreement between Margaritaville Spirits, LLC and Sazerac Company, Inc. Pursuant to a Transition Agreement with LUXCO dated April 30, 2010, LUXCO agreed to continue providing services to Sazerac for a period of 90 days, with a possible 30-day extension. During the transition, the services will be provided using the same business practices, processes and procedures used by Margaritaville and LUXCO under the License Agreement (despite its termination) to effectively transfer production of the Products to Sazerac.

**7. Change Five Group, LLC (True Name: Change Five, LLC
d/b/a Margaritaville Apparel Group)**

Trademark Sublicense Agreement, effective as of May 17, 2010, by and between Margaritaville Wholesale Apparel, LLC and Change Five Group, LLC. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Wholesale Apparel, LLC grants to Change Five Group a license, during the Term in the United States, Canada and Mexico, to use the Sublicensed Marks for the Sublicensed Products, namely to manufacture, advertise, promote, market, distribute and sell the Sublicensed Products, on a wholesale basis only, to the Authorized Distribution Channels.

The Sublicensed Marks are defined as MARGARITAVILLE, LICENSE TO CHILL, LANDSHARK, and the TBD Mark. The TBD Mark is a mark to be determined by Margaritaville in its sole discretion. The Sublicensed Products are: (i) all categories of apparel for men, women, children and infants, including knit and woven tops, t-shirts, sweaters, active wear, outer wear, knit and woven bottoms, including long pants and shorts, swimwear, loungewear, sleepwear and underwear; and (ii) apparel-related accessories, specifically, hats and bags, which are approved by Margaritaville pursuant to the Agreement and manufactured by, or on behalf of, and sold or promoted by Change Five Group under one or more of the Sublicensed Marks. Sublicensed Products expressly exclude footwear, eyewear and eyewear accessories.

The Authorized Distribution Channels are: (i) better department stores, such as Dillard's and Macy's; (ii) mid-tier department stores, such as Kohl's, JC Penney and Sears; (iii) mass market stores, such as Wal-Mart and Target; (iv) wholesale clubs, such as Costco and Sam's Club; (v) Margaritaville-branded retail stores; (vi) off-price retailers, such as Marshall's, T.J. Maxx, Ross Stores and Burlington, as long as the overall quality of goods and type of operations continue to be at the same or a more upscale level; (vii) better specialty stores, such as Gary's, Mitchell's and Fred Segel; and (viii) resorts and hotels.

The license is exclusive regarding wholesale distribution of the Sublicensed Products, with three exceptions: (i) Margaritaville (and/or its affiliates) can continue to distribute Sublicensed Products on a wholesale basis for "road show" sales in Costco stores until August 2010; (ii) Margaritaville (and/or its affiliates) can continue to distribute Sublicensed Products on a wholesale basis to Wal-Mart until June 2010, and thereafter, if Margaritaville meets certain specified conditions of entering into a new agreement with Wal-Mart; and (iii) Margaritaville (and/or its affiliates) may purchase Sublicensed Products from other wholesalers or manufacture Sublicensed Products itself for sale in Margaritaville-branded retail stores. Margaritaville is not required to purchase Sublicensed Products from Change Five Group for sale in Margaritaville-branded retail stores, but may do so in its sole discretion.

The Agreement is effective as of May 17, 2010 through December 31, 2014, with three (3) consecutive, three (3) year renewals at Change Five Group's option, if Change Five Group is in compliance with the Agreement, including certain minimum royalty obligations.

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 REG. NO. REG. DATE INTL CLASS(ES) GOODS TRADEMARK LOGO

101885-010800-0733 MARGARITAVILLE Margaritaville Enterprises, LLC China Pending 8091168 3/2/2010 3 Class 3: Eyewear lens cleaning solutions (except for lens contacts).

101885-010800-0740 LANDSHARK LAGER Margaritaville Enterprises, LLC France Pending 10/3749667 6/28/2010 32, 33 Class 32: Beer, ale, porter, stout, lager, non-alcoholic beer and malt beverages; all goods included in this class.

101885-010800-0736 MARGARITAVILLE Margaritaville Enterprises, LLC New Zealand Pending Published 822439 4/13/2010 33 Class 33: Distilled liquors, liqueurs, rum, gin, vodka, tequila, wine, wine coolers, prepared wine cocktails and alcoholic punches.

101885-010800-0738 LANDSHARK Margaritaville Enterprises, LLC Puerto Rico Pending 6/17/2010 43 Class 43: Restaurant and bar services.

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 REG. NO. INTL CLASS(ES) GOODS TRADEMARK LOGO

101885-010800-0736 MARGARITAVILLE Margaritaville Enterprises, LLC Russian Federation Pending 2010-715595 5/13/2010 33 Class 33: Alcoholic beverages (except beers);

101885-010800-0739 LANDSHARK LAGER Margaritaville Enterprises, LLC United Kingdom Pending 2010-715595 6/8/2010 32, 33 Class 32: Beer, ale, porter, stout, lager, non-alcoholic beer and malt beverages;
Class 33: Distilled liquors, liqueurs, rum, gin, vodka, tequila, wine, wine coolers, prepared wine cocktails and alcoholic punches.

101885-020000-0668 THE DIVA RITA Margaritaville Enterprises, LLC United States of America Pending 2010-715595 2/24/2010 33 Prepared alcoholic cocktails; spirits, in International Class 33

101885-020000-0669 LANDSHARK Margaritaville Enterprises, LLC United States of America Pending 2010-715595 2/22/2010 3 Sun tan oil, scented body spray, cosmetic suntan lotions, sunscreens, non-medicated lip balm, bath salts, skin soaps, skin lotions, and skin gels; eyeglass lens cleaning solutions; eyewear cleaning kits comprised of cleaning fluid and a cleaning cloth, in International Class 3

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.	INTL CLASS(ES)	GOODS	TRADEMARK LOGO
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101885-020000-0670	LANDSHARK	United States of America Published	7/7/941,626 2/22/2010	9	Eyewear, sunglasses, eyeglasses, goggles for sports, cases for eyeglasses and sunglasses, eyewear accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on a wearer, in International Class 9	
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101885-020000-0671	CHANGE YOUR LATITUDE	United States of America Published	7/7/941,630 2/22/2010	3	Sun tan oil, scented body spray, cosmetic suntan lotions, sunscreens, non-medicated lip balm, bath salts, skin soaps, skin lotions, and skin gels; eyeglass lens cleaning solutions; eyewear cleaning kits comprised of cleaning fluid and a cleaning cloth, in International Class 3	
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101885-020000-0672	CHANGE YOUR LATITUDE	United States of America Published	7/7/941,635 2/22/2010	9	Eyewear, sunglasses, eyeglasses, goggles for sports, cases for eyeglasses and sunglasses, eyewear accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on a wearer, in International Class 9	
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101885-020000-0673	LICENSE TO CHILL	United States of America Pending	7/7/941,622 2/22/2010	9	Eyewear, sunglasses, eyeglasses, goggles for sports, cases for eyeglasses and sunglasses, eyewear accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on a wearer, in International Class 9	
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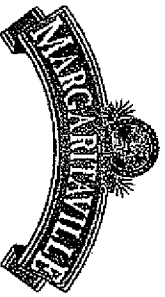
Greenberg Traurig LLP - Intellectual Property Department

Trademark/Service Mark Report

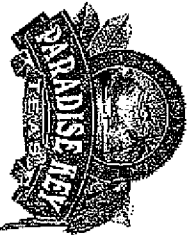
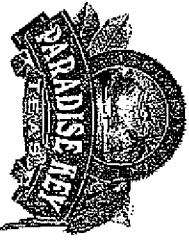
CLIENT: Margaritaville Enterprises, LLC

DOCKET ID	TRADEMARK REG. OWNER	COUNTRY/STATE STATUS	APP. DATE APP. NO. REG. NO.	INTL CLASS(ES)	GOODS	TRADEMARK LOGO
101885-020000-0674	PARTY IN PARADISE	United States of America	85/057,258 8/8/2010	32	Non-alcoholic cocktail mixes, in International Class 32	
		Pending				

Margaritaville Enterprises, LLC

101885-020000-0675	MARGARITAVILLE HEMISPHERE DANCER PREMIUM (and cartouche design)	United States of America	85/012,001 4/12/2010	29	Seafood; chicken; guacamole; hummus; dips, excluding salsa and other sauces used as dips, in International Class 29	
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Margaritaville Enterprises, LLC

101885-020000-0676	MARGARITAVILLE HEMISPHERE DANCER PREMIUM (and cartouche design)	United States of America	85/012,014 4/12/2010	30	Salsa; tortilla chips, in International Class 30	
101885-020000-0677	MARGARITAVILLE PARADISE KEY TEAS (and cartouche design)	United States of America	85/012,015 4/12/2010	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

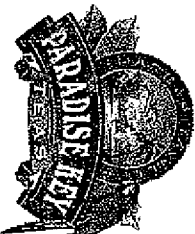
Greenberg Traurig LLP - Intellectual Property Department

Trademark/Service Mark Report

CLIENT: Margaritaville Enterprises, LLC

TRADEMARK LOGO

DOCKET ID	TRADEMARK	REG. OWNER	COUNTRY/STATE	STATUS	APP. NO.	INT'L CLASS(ES)	GOODS
101885-020000-0678	MARGARITAVILLE PARADISE KEY TEAS (and cartouche design)	Margaritaville Enterprises, LLC	United States of America	Pending	85/012,016	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
101885-020000-0679	MARGARITAVILLE PARROT	Margaritaville Enterprises, LLC	United States of America	Pending	85/036,822	7	Electric food and drink blenders, in International Class 7
101885-020000-0683	MARGARITAVILLE PARTY IN PARADISE PREMIUM (and cartouche design)	Margaritaville Enterprises, LLC	United States of America	Pending	85/032,859	32	Non-alcoholic cocktail mixes, in International Class 32
101885-020000-0695	AIR MARGARITAVILLE	Margaritaville Enterprises, LLC	United States of America	Pending	85/034,444	43	Restaurant and bar services, in International Class 43



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101885-020000-0689	MARGARITAVILLE BEACH HOTEL	United States of America	85/064,798 6/4/2010	43	Hotels, in International Class 43	
		Pending				

Margaritaville Enterprises, LLC

101885-020000-0690	MARGARITAVILLE BEACH HOTEL (and design)	United States of America	85/064,790 6/4/2010	43	Hotels, in International Class 43	
		Pending				

Margaritaville Enterprises, LLC



101885-020000-0692	MARGARITAVILLE	United States of America	85/064,595 6/16/2010	29	Pickles, in International Class 29	
		Pending				

Margaritaville Enterprises, LLC

101885-020000-0693	MARGARITAVILLE	United States of America	85/064,604 6/16/2010	30	Barbeque sauces, marinades, sauces, salad dressings, hot sauce, chicken wing sauce, relish, in International Class 30	
		Pending				

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101885-020000-0694	MARGARITAVILLE	United States of America	Pending		85/064,606	6/16/2010			32	Agave nectar, in International Class 32
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Margaritaville Enterprises, LLC

101885-020000-0695	HEMISPHERE DANCER PREMIUM (and design)	United States of America	Pending		85/064,611	6/16/2010			29	Pickles, in International Class 29
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Margaritaville Enterprises, LLC

101885-020000-0696	HEMISPHERE DANCER PREMIUM (and design)	United States of America	Pending		85/064,616	6/16/2010			30	Barbeque sauces, marinades, spices, salad dressings, hot sauce, chicken wing sauce, relish, in International Class 30
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Margaritaville Enterprises, LLC

101885-020000-0697	HEMISPHERE DANCER PREMIUM (and design)	United States of America	Pending		85/064,619	6/16/2010			32	Agave nectar, in International Class 32
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101885-020000-0699	CHANGE YOUR LATITUDE	United States of America Pending	85/076,995 7/2/2010	9	Gaming machines; slot machines, in International Class 9	

Margaritaville Enterprises, LLC

101885-020000-0700	CHANGES IN LATITUDES, CHANGES IN ATTITUDES	United States of America Pending	85/076,997 7/2/2010	9	Gaming machines; slot machines, in International Class 9	
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Margaritaville Enterprises, LLC

101885-020000-0701	IN SEARCH OF MARGARITAVILLE	United States of America Pending	85/076,998 7/2/2010	9	Gaming machines; slot machines, in International Class 9	
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Margaritaville Enterprises, LLC

101885-020000-0702	LANDSHARK	United States of America Pending	85/077,002 7/2/2010	9	Gaming machines; slot machines, in International Class 9	
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	REG. OWNER	STATUS	APP. NO.	CLASS(ES)		
		SUBSTATUS	REG. NO.			

101885-020000-0703	LICENSE TO CHILL	United States of America	85/077,005 7/2/2010	9	Gaming machines; slot machines, in International Class 9	
		Pending				


Margaritaville Enterprises, LLC

101885-020000-0704	PARROTHEAD	United States of America	85/077,007 7/2/2010	9	Gaming machines; slot machines, in International Class 9	
		Pending				

Margaritaville Enterprises, LLC

101885-020000-0705	A1A (Florida and Keys design)	United States of America	85/076,988 7/2/2010	25	Clothing, namely, tank tops, sweatshirts, pants, shorts, skirts, dresses, swimwear, sleepwear, underwear, boxer shorts, jackets, neckties, aprons and bandanas; headwear; footwear, in International Class 25	
		Pending				

Margaritaville Enterprises, LLC

101885-020000-0706	A1A (road design and trees)	United States of America	85/076,990 7/2/2010	25	Clothing, namely, tank tops, sweatshirts, pants, shorts, skirts, dresses, swimwear, sleepwear, underwear, boxer shorts, jackets, neckties, aprons and bandanas; headwear; footwear, in International Class 25	
		Pending				


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101885-020000-0707	A1A (Florida and Keys design)	Margaritaville Enterprises, LLC	United States of America	Pending	85/076,989	7/2/2010	25	Shirts and t-shirts, in International Class 25	
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101885-020000-0708	A1A (road design and trees)	Margaritaville Enterprises, LLC	United States of America	Pending	85/076,991	7/2/2010	25	Shirts and t-shirts, in International Class 25	
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101885-020000-0710	FINNS	Margaritaville Enterprises, LLC	United States of America	Pending	85/085,331	7/15/2010	9	Gaming machines; slot machines, in International Class 9	
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101885-020000-0711	FINNS UP	Margaritaville Enterprises, LLC	United States of America	Pending	85/085,332	7/15/2010	9	Gaming machines; slot machines, in International Class 9	
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101885-020000-0712	PHINS UP	United States of America Pending	85/085,335 7/15/2010	9	Gaming machines; slot machines, in International Class 9	

Margaritaville Enterprises, LLC

101885-020000-0713	MARGARILLAS	United States of America Pending	85/088,900 7/20/2010	35	Advertising and marketing services, namely, promoting the goods and services of others; arranging and conducting marketing promotional events for others, in International Class 35	
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Margaritaville Enterprises, LLC

101885-020000-0714	MARGARILLAS	United States of America Pending	85/088,905 7/20/2010	41	Arranging, organizing, conducting, and hosting social entertainment events; social club services, namely, arranging, organizing, and hosting social events, get-togethers, and parties for club members; Providing a website for entertainment purposes where users can view and post photos, videos, news, and information featuring sports competitions, concerts, musical artists, and social gatherings; fan clubs, in International Class 41	
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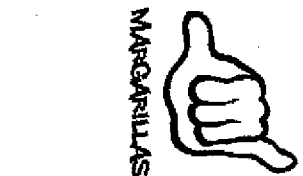
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101885-020000-0715	MARGARILLAS (and design) United States of America	Pending	85/088,907 7/20/2010	35	Advertising and marketing services, namely, promoting the goods and services of others; arranging and conducting marketing promotional events for others, in International Class 35	
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101885-020000-0716	MARGARILLAS (and design) United States of America	Pending	85/088,911 7/20/2010	41	Arranging, organizing, conducting, and hosting social entertainment events; social club services, namely, arranging, organizing, and hosting social events, get-togethers, and parties for club members; Providing a website for entertainment purposes where users can view and post photos, videos, news, and information featuring sports competitions, concerts, musical artists, and social gatherings; fan clubs, in International Class 41	
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