

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name                            | Formerly | Execution Date | Entity Type                |
|---------------------------------|----------|----------------|----------------------------|
| Margaritaville Enterprises, LLC |          | 10/14/2010     | LIMITED LIABILITY COMPANY: |

**RECEIVING PARTY DATA**

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | Guggenheim Corporate Funding, LLC   |
| <b>Street Address:</b> | 135 EAST 57TH STREET                |
| <b>City:</b>           | New York                            |
| <b>State/Country:</b>  | NEW YORK                            |
| <b>Postal Code:</b>    | 10022                               |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 23**

| Property Type  | Number   | Word Mark              |
|----------------|----------|------------------------|
| Serial Number: | 85093772 | MARGARITAVILLE         |
| Serial Number: | 85095692 | LANDSHARK              |
| Serial Number: | 85095695 | LANDSHARK LAGER        |
| Serial Number: | 85102955 | MARGARITAVILLE         |
| Serial Number: | 85102957 | LANDSHARK              |
| Serial Number: | 85108557 | MARGARITAVILLE         |
| Serial Number: | 85108561 | MARGARITAVILLE         |
| Serial Number: | 85126312 | LANDSHARK LANDING      |
| Serial Number: | 85128443 | JOE MERCHANT           |
| Serial Number: | 85128445 | JOE MERCHANT           |
| Serial Number: | 85128446 | WHERE IS JOE MERCHANT? |
| Serial Number: | 85128448 | WHERE IS JOE MERCHANT? |
| Serial Number: | 85128447 | WHERE IS JOE MERCHANT? |
| Serial Number: | 85135774 | TEA WEST               |

CH \$590.00 85093772

|                |          |  |
|----------------|----------|--|
| Serial Number: | 85135775 | TEA WEST                                 |
| Serial Number: | 85135776 | TEA WEST                                 |
| Serial Number: | 85141842 | MARGARITAVILLE                           |
| Serial Number: | 85148525 | MARGARITAVILLE                           |
| Serial Number: | 85148526 | MARGARITAVILLE                           |
| Serial Number: | 85148527 | MARGARITAVILLE HEMISPHERE DANCER PREMIUM |
| Serial Number: | 85148528 | MARGARITAVILLE HEMISPHERE DANCER PREMIUM |
| Serial Number: | 85128444 | JOE MERCHANT                             |
| Serial Number: | 85149665 | SHARKTOBERFEST                           |

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.310.8000  
Email: vindra.richter@weil.com, suzanne.inglis@weil.com  
Correspondent Name: Vindra Richter/si  
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.SI |
| NAME OF SUBMITTER:      | Vindra Richter        |
| Signature:              | /Vindra Richter/      |
| Date:                   | 11/12/2010            |

Total Attachments: 21  
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October <sup>14</sup>, 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 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 the 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 shall have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

*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 I 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, or 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 Trademark Security 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, 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**

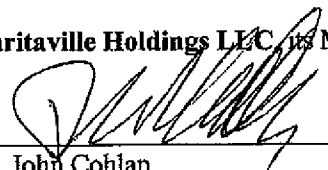
The Administrative Agent acknowledges and agrees that the security interest granted herein, in the Guarantee and Collateral Agreement and in any related document is subject to the License-Back to Jimmy Buffett, and any and all rights of the Administrative Agent in the event of default by the Grantor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

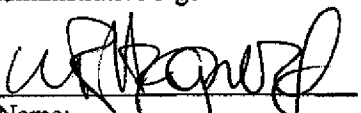
**MARGARITAVILLE ENTERPRISES, LLC**

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: William Hagner  
Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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Schedule I  
to  
Trademark Security Agreement  
[Provided under separate cover.]

Schedule I  
to  
Trademark Security Agreement

Dated October 14, 2010

A. REGISTERED TRADEMARKS and TRADEMARK APPLICATIONS

See attached docket for all trademark applications and registrations made during the period of July 23, 2010 through October 14, 2010 (the "Covered Period").

B. 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. Puerto Rico / Panama Restaurants

Trademark Sub-License Agreement, dated August 9, 2010, by and between Margaritaville Enterprises, LLC and Margaritaville of Puerto Rico, LLC, on one hand, and Airport Shoppes Corp. d/b/a International Meal Company Caribe ("IMC Caribe"), on the other. Margaritaville of Puerto Rico, LLC grants to IMC Caribe 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 restaurants and bars in Puerto Rico and Panama (each location, a "Venue"). Specifically, the parties intend for IMC Caribe to open AIR MARGARITAVILLE-branded restaurant Venues at the Puerto Rico Airport and the Panama Airport, LANDSHARK-branded bar Venues at the Puerto Rico Airport, and other locations as may be mutually agreed upon.

Subject to Margaritaville's right to partially terminate the Agreement with respect to certain Venues and future Venues, the Agreement is exclusive in Puerto Rico and Panama. The Term of the Agreement is ten years from the date that the first Venue opens for business, with one ten-year renewal at the option of IMC Caribe, if IMC Caribe 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, IMC Caribe has a contractual duty to begin construction on the first Venue within six months of the Effective Date (i.e., by February 9, 2011). Margaritaville may terminate the Agreement if the Puerto Rico Airport Location does not open within two years of the Effective Date (i.e., by August 9, 2012) or if IMC Caribe does not obtain the required approvals to open by February 9, 2012.

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 "Intellectual Property" is defined as, collectively, the "Trademarks" and the "Concept". The "Trademarks" include the marks MARGARITAVILLE, AIR MARGARITAVILLE and LANDSHARK. 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.



## 2. THQ

Trademark Sublicense Agreement, effective as of August 31, 2010, by and between Margaritaville Videogames, LLC and THQ Inc. Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Videogames, LLC grants to THQ an exclusive license for the Term and in the Territory to use the Sublicensed Property in connection with the manufacture, development, publication, exhibition, distribution, promotion, marketing, sale and advertisement of the Sublicensed Products on the Platforms in the Distribution Channels. Jimmy Buffett also grants a separate license to THQ to use his personality rights and certain music material in the same manner and subject to the same approvals as the Sublicensed Property in the Sublicense Agreement.

The Sublicensed Property is defined as: (a) the trademark MARGARITAVILLE; and (b) solely if embodied in Jimmy Buffett's Margaritaville Café in Orlando, FL, those certain characters, story lines, settings, locations, trademarks, trade dress, copyrighted materials, other intellectual property and the Buffett personality rights and music material, which Margaritaville: (i) owns or is authorized to sublicense to THQ; and (ii) approves in writing in advance for use with the Sublicensed Products, in Margaritaville's sole discretion.

The Sublicensed Products are defined as interactive game products that operate so that the user may interact with the product on the Platform(s). The Platforms include various types of videogame platforms including social media websites. The Distribution Channels are those certain channels of distribution now known or later devised that commonly carry products like the Sublicensed Products, including wholesalers, retailers, e-tailers, broadband, internet, streaming, mail order, and video rental stores.

The Territory is defined as the United States in the English language, and such other countries and languages as may be approved in writing by Margaritaville in its sole discretion.

The Term of the Agreement is August 31, 2010 through five years after the initial commercial release of the first Sublicensed Product. The initial commercial release of the first Sublicensed Product shall occur by December 31, 2011.

## 3. Cancun and Cozumel Airport Restaurants

Pursuant to a license from Margaritaville Enterprises, LLC, Margaritaville Mexico, LLC grants the following exclusive licenses to operate Margaritaville restaurants in the Peninsula of Quintana Roo, Mexico<sup>1</sup> using Margaritaville Enterprises, LLC's trademarks and the trade secrets, recipes, designs, intellectual property, and operating system used at Jimmy Buffett's Margaritaville in Orlando, Florida:

a. Services and Sub-License Agreement, dated December 20, 2006, by and between Margaritaville Mexico, LLC and ABT3 S.A. de C.V.,<sup>2</sup> regarding a restaurant location at Cancun International Airport Terminal 3. The Agreement has a term beginning on April 30, 2007, for a

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<sup>1</sup> The Cancun Restaurant, owned by M.V. Cancun S.A. de C.V., of which the Chief Executive Officer is Rafael Aguirre, and the Cozumel Restaurant, owned by M.V. Cozumel S.A. de C.V., of which the Chief Executive Officer is Rafael Aguirre, are also located on the Peninsula of Quintana Roo, Mexico.

<sup>2</sup> Rafael Aguirre is the Chief Executive Officer of ABT3 S.A. de CV.

five year term (the "Initial Term"), with two five year renewal periods (the "Renewal Periods"). However, at the option of ABT3 S.A. de C.V., the Initial Term and the Renewal Periods can be either three or four years instead of five years, if the Lease Agreement entered into between ABT3 S.A. de C.V. and ASUR is less than five years for either the Term or the Renewal Period.

The Agreement explicitly excludes the right to use CHEESEBURGER IN PARADISE as the name of a restaurant, the right to use MARGARITAVILLE as a promotional slogan in connection with the sale of margarita cocktails in restaurants in the U.S., the right to use DON'T STOP THE CARNIVAL for any goods and services, and the right to use A1A & Design for clothing and hats.

b. Services and Sub-License Agreement, dated September 28, 2010, by and between Margaritaville Mexico, LLC and Mera Aeropuertos S.A. de C.V.,<sup>3</sup> regarding a restaurant location at Cozumel International Airport. The Agreement has a term beginning on November 1, 2009, for a five year term (the "Initial Term"), with two five year renewal periods (the "Renewal Periods"). However, at the option of Mera Aeropuertos S.A. de C.V., the Initial Term and the Renewal Periods can be either three or four years instead of five years, if the Lease Agreement entered into between Mera Aeropuertos S.A. de C.V. and ASUR is less than five years for either the Term or the Renewal Period.

The Agreement explicitly excludes the right to use CHEESEBURGER IN PARADISE as the name of a restaurant or food/menu item, the right to use MARGARITAVILLE for bottled and prepackaged liquors, liqueurs, and spirits, and the right to use DON'T STOP THE CARNIVAL for any goods and services.

c. Services and Sub-License Agreement, dated September 28, 2010, by and between Margaritaville Mexico, LLC and ABT3 S.A. de C.V, regarding a second restaurant location at Cancun International Airport Terminal 3. The Agreement has a term beginning on May 1, 2010, for a five year term (the "Initial Term"), with two five year renewal periods (the "Renewal Periods"). However, at the option of ABT3 S.A. de C.V., the Initial Term and the Renewal Periods can be either three or four years instead of five years, if the Lease Agreement entered into between ABT3 S.A. de C.V. and ASUR is less than five years for either the Term or the Renewal Period.

The Agreement explicitly excludes the right to use CHEESEBURGER IN PARADISE as the name of a restaurant or food/menu item, the right to use MARGARITAVILLE for bottled and prepackaged liquors, liqueurs, and spirits, and the right to use DON'T STOP THE CARNIVAL for any goods and services.

d. Services and Sub-License Agreement, dated September 28, 2010, by and between Margaritaville Mexico, LLC and Mera Aeropuertos S.A. de C.V, regarding a restaurant location at Cancun International Airport Terminal 2. The Agreement has a term beginning on May 1, 2010, for a five year term (the "Initial Term"), with two five year renewal periods (the "Renewal Periods"). However, at the option of Mera Aeropuertos S.A. de C.V., the Initial Term and the Renewal Periods can be either three or four years instead of five years, if the Lease Agreement entered into between Mera Aeropuertos S.A. de C.V. and ASUR is less than five years for either the Term or the Renewal Period.

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<sup>3</sup> Rafael Aguirre is the Chief Executive Officer of Mera Aeropuertos S.A. de CV.

The Agreement explicitly excludes the right to use CHEESEBURGER IN PARADISE as the name of a restaurant or food/menu item, the right to use MARGARITAVILLE for bottled and prepackaged liquors, liqueurs, and spirits, and the right to use DON'T STOP THE CARNIVAL for any goods and services.

**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      SUBSTATUS      APP. NO.      REG. NO.      REG. DATE

101885-010800-0768      MARGARITAVILLE      Brazil      830727957      43      Class 43: Restaurant and bar services.

Pending

Margaritaville Enterprises, LLC

101885-010800-0747      LANDSHARK      Canada      1490087      25      Class 25: Clothing, namely, shirts, t-shirts, polo shirts, tank tops, sweaters, sweatshirts, blouses, jerseys, pants, jeans, shorts, shirts, 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.

Pending

Margaritaville Enterprises, LLC

101885-010800-0748      LICENSE TO CHILL      Canada      1490084      25      Class 25: Clothing, namely, shirts, t-shirts, polo shirts, tank tops, sweaters, sweatshirts, blouses, jerseys, pants, jeans, shorts, shirts, dresses, coats, jackets, vests, swimwear, loungewear, sleepwear, underwear, boxer shorts, socks, leggings, hosiery, scarves, gloves, mittens, bandanas; baby bibs not of paper; headwear; footwear.

Pending

Margaritaville Enterprises, LLC

101885-010800-0749      LICENSE TO CHILL      Canada      1490085      25      Class 25: Clothing, namely, t-shirts, tank tops, headwear.

Pending

Margaritaville Enterprises, LLC

10/13/2010 4:45:19 PM

Report: Trademarks - Report by Client (w/Imaga\_Goods) sorted by Client Country and TMID

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

**CLIENT: Margaritaville Enterprises, LLC**

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

|                    |                |        |         |        |                                   |  |
|--------------------|----------------|--------|---------|--------|-----------------------------------|--|
| 101885-010800-0758 | MARGARITAVILLE | Canada | 1491814 | 18, 25 | Class 18: Duffie bags, backpacks; |  |
|--------------------|----------------|--------|---------|--------|-----------------------------------|--|

Class 25: Men's, women's children's and infants' clothing, namely, sweaters, fleece pullovers, active wear, outer wear, jackets, ponchos, pants, sweatpants, swimwear, surf wear, loungewear, robes, bathrobes, sleepwear, and underwear; infant wear; cloth bibs; athletic apparel, namely, shirts, pants, shorts, jackets, and sports bras; headbands.

Margaritaville Enterprises, LLC

|                    |                |       |        |        |   |  |
|--------------------|----------------|-------|--------|--------|---|--|
| 101885-010800-0760 | MARGARITAVILLE | Chile | 817079 | 35, 43 | Class 35: Retail stores, online stores and mail order catalogs featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear books, recordings, beverageware and printed materials; |  |
|--------------------|----------------|-------|--------|--------|---|--|

Pending

Margaritaville Enterprises, LLC

|                    |                |       |         |    |  |  |
|--------------------|----------------|-------|---------|----|--|--|
| 101885-010800-0762 | MARGARITAVILLE | China | 8584426 | 18 | Class 18: Bags, namely travel bags, tote bags, beach bags, duffie bags, and backpacks. |  |
|--------------------|----------------|-------|---------|----|--|--|

Pending

Margaritaville Enterprises, LLC

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

**CLIENT: Margaritaville Enterprises, LLC**

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

|                     |                                 |         |           |    |   |  |
|---------------------|---------------------------------|---------|-----------|----|---|--|
| 101885-010800-0752A | MARGARITAVILLE                  | China   | 8584425   | 25 | Class 25: Men's, women's children's and infants' clothing, namely, shirts, t-shirts, tank tops, sweaters, sweatshirts, fleece pullovers, active wear, outer wear, jackets, ponchos, beach cover-ups, pants, shorts, sweatpants, swimwear, surf wear, loungewear, robes, bathrobes, sleepwear, boxer shorts, and underwear; infant wear; cloth bibs; athletic apparel, namely, shirts, pants, shorts, jackets, and sports bras; headwear, namely, hats, caps, headbands, and visors; bandanas. |  |
|                     | Margaritaville Enterprises, LLC | Pending | 8/18/2010 |    |   |  |

|                    |                                 |                |           |    |  |  |
|--------------------|---------------------------------|----------------|-----------|----|--|--|
| 101885-010800-0757 | MARGARITAVILLE                  | European Union | 9307083   | 18 | Class 18: Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery; bags, namely travel bags, tote bags, beach bags, duffel bags, and backpacks. |  |
|                    | Margaritaville Enterprises, LLC | Pending        | 8/11/2010 |    |  |  |

**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. DATE              | INT'L CLASS(ES) | GOODS  |
|--------------------|----------------------|---------------|---------|------------------------|-----------------|--|
| 101885-010800-0763 | MARGARITAVILLE       | Hong Kong     | Pending | 301692072<br>8/19/2010 | 18, 25          | Class 18: Bags, namely travel bags, tote bags, beach bags, duffle bags, and backpacks;<br><br>Class 25: Men's, women's children's and infants' clothing, namely, shirts, t-shirts, tank tops, sweaters, sweatshirts, fleece pullovers, active wear, outer wear, jackets, ponchos, beach cover-ups, pants, shorts, sweatpants, swimwear, surf wear, lounge wear, robes, bathrobes, sleepwear, boxer shorts, and underwear; infant wear; cloth bibs; athletic apparel, namely, shirts, pants, shorts, jackets, and sports bras; headwear, namely, hats, caps, headbands, and visors; bandanas. |

Margaritaville Enterprises, LLC

| DOCKET ID          | TRADEMARK REG. OWNER | COUNTRY/STATE | STATUS  | APP. DATE            | INT'L CLASS(ES) | GOODS  |
|--------------------|----------------------|---------------|---------|----------------------|-----------------|--|
| 101885-010800-0750 | LANDSHARK            | Mexico        | Pending | 1108451<br>7/30/2010 | 25              | Class 25: Clothing, namely, shirts, t-shirts, polo shirts, tank tops, sweaters, sweatshirts, blouses, jerseys, pants, jeans, shorts, shirts, dresses, coats, jackets, vests, swimwear, lounge wear, sleepwear, underwear, boxer shorts, socks, leggings, hosiery, scarves, gloves, mittens, bandanas, belts; baby bibs not of paper; headwear; footwear. |

Margaritaville Enterprises, LLC

| DOCKET ID          | TRADEMARK REG. OWNER | COUNTRY/STATE | STATUS  | APP. DATE            | INT'L CLASS(ES) | GOODS  |
|--------------------|----------------------|---------------|---------|----------------------|-----------------|--|
| 101885-010800-0751 | LICENSE TO CHILL     | Mexico        | Pending | 1108450<br>7/30/2010 | 25              | Class 25: Clothing, namely, shirts, t-shirts, polo shirts, tank tops, sweaters, sweatshirts, blouses, jerseys, pants, jeans, shorts, shirts, dresses, coats, jackets, vests, swimwear, lounge wear, sleepwear, underwear, boxer shorts, socks, leggings, hosiery, scarves, gloves, mittens, bandanas, belts; baby bibs not of paper; headwear; footwear. |

Margaritaville Enterprises, LLC

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TRADEMARK LOGO

| DOCKET ID          | TRADEMARK REG. OWNER | COUNTRY/STATE | STATUS  | APP. DATE             | INT'L CLASS(ES) | GOODS  |
|--------------------|----------------------|---------------|---------|-----------------------|-----------------|--|
| 101885-010800-0756 | MARGARITAVILLE       | Mexico        | Pending | 11/19/37<br>8/13/2010 | 18              | Class 18: Bags, namely travel bags, tote bags, beach bags, duffie bags, and backpacks. |

Class 18: Bags, namely travel bags, tote bags, beach bags, duffie bags, and backpacks.

Margaritaville Enterprises, LLC

|                    |                |        |         |                     |    |   |
|--------------------|----------------|--------|---------|---------------------|----|---|
| 101885-010800-0761 | MARGARITAVILLE | Panama | Pending | 193394<br>9/16/2010 | 35 | Class 35: Retail stores, online stores and mail order catalogs featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear books, recordings, beverage and printed materials. |
|--------------------|----------------|--------|---------|---------------------|----|---|

Margaritaville Enterprises, LLC

Class 43: Restaurant and bar services.

|                    |                |        |         |                     |    |  |
|--------------------|----------------|--------|---------|---------------------|----|--|
| 101885-010800-0764 | MARGARITAVILLE | Panama | Pending | 193396<br>9/16/2010 | 43 | Class 43: Restaurant and bar services. |
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Margaritaville Enterprises, LLC

|                    |                |      |         |                     |    |   |
|--------------------|----------------|------|---------|---------------------|----|---|
| 101885-010800-0763 | MARGARITAVILLE | Peru | Pending | 430429<br>8/24/2010 | 35 | Class 35: The bringing together, for the benefit of others, of nature novelty items, souvenirs, clothing, clothing accessories, headwear, books, recordings, beverage, and printed materials, (excluding the transport thereof), enabling customers to conveniently view and purchase those goods, such services being provided also by retail stores, or by means of electronic media, for example, through web sites. |
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|-----------|----------------------|---------------|-----------|-----------------|-------|----------------|
|           | REG. OWNER           | STATUS        | APP. NO.  |                 |       |                |
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|--------------------|----------------|--------------------|-----------|----------------|--|--|
| 101885-010800-0754 | MARGARITAVILLE | Russian Federation | 9/16/2010 | 18, 25, 35, 43 | Class 18: Bags, namely travel bags, tote bags, beach bags, duffle bags, and backpacks; |  |
|--------------------|----------------|--------------------|-----------|----------------|--|--|

|                                 |         |   |
|---------------------------------|---------|---|
| Margaritaville Enterprises, LLC | Pending | Class 25: Men's, women's children's and infants' clothing, namely, shirts, t-shirts, tank tops, sweaters, sweatshirts, fleece pullovers, active wear, outer wear, jackets, ponchos, beach cover-ups, pants, shorts, sweatpants, swimwear, surf wear, loungewear, robes, bathrobes, sleepwear, boxer shorts, and underwear; infant wear, cloth bibs; athletic apparel, namely, shirts, pants, shorts, jackets, and sports bras; headwear, namely, hats, caps, headbands, and visors; bandanas; |
|---------------------------------|---------|---|

Class 35: Retail stores, online stores and mail order catalogs featuring a wide array of merchandise in the nature of novelty items, souvenirs, clothing, headwear books, recordings, beverageware and printed materials;

Class 43: Restaurant and bar services; hotels and resort hotels; providing temporary housing accommodation services at hotels, resorts, villas and condominiums.

|                    |                |              |                     |    |  |  |
|--------------------|----------------|--------------|---------------------|----|--|--|
| 101885-010800-0755 | MARGARITAVILLE | Saudi Arabia | 158968<br>9/19/2010 | 18 | Class 18: Bags, namely travel bags, tote bags, beach bags, duffle bags, and backpacks. |  |
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|                                 |         |  |
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| Margaritaville Enterprises, LLC | Pending |  |
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| DOCKET ID          | TRADEMARK REG. OWNER | COUNTRY/STATE | APP. DATE           | INT'L CLASS(ES) | GOODS  | TRADEMARK LOGO |
| 101885-010800-0765 | MARGARITAVILLE       | Saudi Arabia  | 158968<br>9/19/2010 | 25              | Class 25: Men's, women's children's and infants' clothing, namely, shirts, t-shirts, tank tops, sweaters, sweatshirts, fleeces pullovers, active wear, outer wear, jackets, ponchos, beach cover-ups, pants, shorts, sweatpants, swimwear, surf wear, loungewear, robes, bathrobes, sleepwear, boxer shorts, and underwear; infant wear, cloth bibs; athletic apparel, namely, shirts, pants, shorts, jackets, and sports bras; headwear, namely, hats, caps, headbands, and visors; bandanas. |                |

Margaritaville Enterprises, LLC

|                    |                |                          |                         |    |  |  |
|--------------------|----------------|--------------------------|-------------------------|----|--|--|
| 101885-020000-0717 | MARGARITAVILLE | United States of America | 85/093,772<br>7/27/2010 | 28 | Amusement game machines; bingo cups; playing equipment; dice; dice sets for playing games of chance; dominoes; equipment sold as a unit for playing craps games; game tables; gaming equipment, namely, chips, poker chips, game wheels; craps tables; LCD game machines; play money; playing card game accessories, namely, playing card cases, playing card holders, mats for use in connection with playing card games, playing card shuffling devices and dice; roulette wheels; tabletop games, in International Class 28 |  |
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| DOCKET ID                       | TRADEMARK<br>REG. OWNER | COUNTRY/STATE<br>STATUS<br>SUBSTATUS | APP. DATE<br>APP. NO.<br>REG. NO.<br>REG. DATE | INTL<br>CLASS(ES) | GOODS   | TRADEMARK LOGO |
|---------------------------------|-------------------------|--------------------------------------|--|-------------------|---|----------------|
| 101885-020000-0718              | LANDSHARK               | United States of America<br>Pending  | 85/095,692<br>7/29/2010                        | 33                | Spirits, distilled liquors, liqueurs, rum, gin, vodka, tequila, wine, wine coolers, prepared wine cocktails, and alcoholic punches, in International Class 33 |                |
| Margaritaville Enterprises, LLC |                         |                                      |  |                   |   |                |
| 101885-020000-0719              | LANDSHARK LAGER         | United States of America<br>Pending  | 85/095,695<br>7/29/2010                        | 33                | Spirits, distilled liquors, liqueurs, rum, gin, vodka, tequila, wine, wine coolers, prepared wine cocktails, and alcoholic punches, in International Class 33 |                |
| Margaritaville Enterprises, LLC |                         |                                      |  |                   |   |                |
| 101885-020000-0720              | MARGARITAVILLE          | United States of America<br>Pending  | 85/102,955<br>8/9/2010                         | 28                | Paddle boards; restraint straps for body boards; surf boards; body boards; surfboard leashes; surfboard wax, in International Class 28                        |                |
| Margaritaville Enterprises, LLC |                         |                                      |  |                   |   |                |
| 101885-020000-0721              | LANDSHARK               | United States of America<br>Pending  | 85/102,957<br>8/9/2010                         | 28                | Paddle boards; restraint straps for body boards; surf boards; body boards; surfboard leashes; surfboard wax, in International Class 28                        |                |
| Margaritaville Enterprises, LLC |                         |                                      |  |                   |   |                |

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TRADEMARK LOGO

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

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|--------------------|----------------|--------------------------|------------|----|---|--|
| 101885-020000-0722 | MARGARITAVILLE | United States of America | 85/108,557 | 18 | Duffie bags; backpacks, in International Class 18 |  |
|                    |                | Pending                  | 8/16/2010  |    |   |  |

Margaritaville Enterprises, LLC

|                    |                |                          |            |    |   |  |
|--------------------|----------------|--------------------------|------------|----|---|--|
| 101885-020000-0723 | MARGARITAVILLE | United States of America | 85/108,561 | 25 | Men's, women's, children's and infants' clothing, namely, fleece pullovers, active wear, outer wear, jackets, surf wear, loungewear, robes, sleepwear, and underwear; infantwear; athletic apparel, namely, shirts, pants, shorts, jackets, and sports bras; headbands, in International Class 25 |  |
|                    |                | Pending                  | 8/16/2010  |    |   |  |

Margaritaville Enterprises, LLC

|                    |                   |                          |            |    |   |  |
|--------------------|-------------------|--------------------------|------------|----|---|--|
| 101885-020000-0724 | LANDSHARK LANDING | United States of America | 85/126,312 | 43 | Providing pavilion facilities for concerts, exhibitions and other functions; serving food and drinks, in International Class 43 |  |
|                    |                   | Pending                  | 9/9/2010   |    |   |  |

Margaritaville Enterprises, LLC

|                    |              |                          |            |    |   |  |
|--------------------|--------------|--------------------------|------------|----|---|--|
| 101885-020000-0725 | JOE MERCHANT | United States of America | 85/128,443 | 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 |  |
|                    |              | Pending                  | 9/13/2010  |    |   |  |

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|                                 | REG. OWNER             | STATUS                   | APP. NO.   |                 |   |                |
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| 101885-020000-0728              | JOE MERCHANT           | United States of America | 85/128,444 | 32              | Brewed malt-based alcoholic beverage in the nature of a beer, in International Class 32   |                |
|                                 |                        | Pending                  | 9/13/2010  |                 |   |                |
| Margaritaville Enterprises, LLC |                        |                          |            |                 |   |                |
| 101885-020000-0727              | JOE MERCHANT           | United States of America | 85/128,445 | 33              | Alcoholic malt coolers; flavored brewed malt beverage; alcoholic beverage produced from a brewed malt base with natural flavors, in International Class 33  |                |
|                                 |                        | Pending                  | 9/13/2010  |                 |   |                |
| Margaritaville Enterprises, LLC |                        |                          |            |                 |   |                |
| 101885-020000-0728              | WHERE IS JOE MERCHANT? | United States of America | 85/128,446 | 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 |                |
|                                 |                        | Pending                  | 9/13/2010  |                 |   |                |
| Margaritaville Enterprises, LLC |                        |                          |            |                 |   |                |
| 101885-020000-0729              | WHERE IS JOE MERCHANT? | United States of America | 85/128,448 | 33              | Alcoholic malt coolers; flavored brewed malt beverage; alcoholic beverage produced from a brewed malt base with natural flavors, in International Class 33  |                |
|                                 |                        | Pending                  | 9/13/2010  |                 |   |                |
| Margaritaville Enterprises, LLC |                        |                          |            |                 |   |                |

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|---------------------------------|---------------------------|-------------------------------------|-------------------------|-------------------|---|
| 101885-020000-0730              | WHERE IS JOE<br>MERCHANT? | United States of America<br>Pending | 85/128,447<br>9/13/2010 | 32                | Brewed malt-based alcoholic beverage in the nature of a beer, in International Class 32   |
| Margaritaville Enterprises, LLC |                           |                                     |                         |                   |   |
| 101885-020000-0731              | TEA WEST                  | United States of America<br>Pending | 85/135,774<br>9/22/2010 | 30                | Tea, fruit tea, green tea, black tea, herbal tea, iced tea; prepared coffee and coffee based beverages, tea-based beverages with fruit flavorings, in International Class 30  |
| Margaritaville Enterprises, LLC |                           |                                     |                         |                   |   |
| 101885-020000-0733              | TEA WEST                  | United States of America<br>Pending | 85/136,776<br>9/22/2010 | 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, non-alcoholic beverages with tea flavorings, brewed malt-based alcoholic beverage in the nature of a beer, in International Class 32 |
| Margaritaville Enterprises, LLC |                           |                                     |                         |                   |   |
| 101885-020000-0734              | TEA WEST                  | United States of America<br>Pending | 85/136,776<br>9/22/2010 | 33                | Alcoholic malt coolers; flavored brewed malt beverage; alcoholic beverage produced from a brewed malt base with natural flavors, alcoholic teas and lemonades, alcoholic tea-based beverages, alcoholic beverages containing fruit, in international Class 33   |
| Margaritaville Enterprises, LLC |                           |                                     |                         |                   |   |

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|--------------------|---------------------------------|--------------------------------------|--|--------------------|---|----------------|
| 101885-020000-0735 | MARGARITAVILLE                  | United States of America<br>Pending  | 85/141,842<br>9/30/2010                        | 28                 | Toys, games and sporting goods, namely swim floats for recreational use, floating lounge chairs; volleyballs, beach balls; body boards, surf boards, surf board leashes and surf board wax; sailboard masts; fins and flippers; fishing rods, tackle boxes, and lures; water squirting guns, toy boats, sand toys, including pails and shovels; balloons; bath toys and inflatable toys; plush toys; pet toys; toy animals and dolls, yo yos; golf bag covers, golf bags, golf balls, golf clubs, golf tees, golf towel clips, golf gloves; jigsaw puzzles, kites, party favors in the nature of small toys, ring games, target games, card games and board games, dart boards and darts, in International Class 28 |                |
|                    | Margaritaville Enterprises, LLC |                                      |  |                    |   |                |
| 101885-020000-0737 | MARGARITAVILLE                  | United States of America<br>Pending  | 85/148,525<br>10/6/2010                        | 29                 | Prepared, refrigerated entrees and meals consisting primarily of meat, seafood, or poultry; prepared, refrigerated entrees, meals, and side items consisting primarily of vegetables, beans, soups, fruit salads and vegetable salads; prepared, refrigerated salads, namely, chicken salad, cole slaw, and potato salad, in International Class 29   |                |
|                    | Margaritaville Enterprises, LLC |                                      |  |                    |   |                |
| 101885-020000-0738 | MARGARITAVILLE                  | United States of America<br>Pending  | 85/148,526<br>10/8/2010                        | 30                 | Prepared, refrigerated sandwiches; prepared, refrigerated entrees, meals, and side items consisting primarily of pasta or rice, in International Class 30   |                |
|                    | Margaritaville Enterprises, LLC |                                      |  |                    |   |                |

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| 101885-020000-0739 | MARGARITAVILLE<br>HEMISPHERE DANCER<br>PREMIUM (and cartouche<br>design) | United States of America<br>Pending  | 85/148,527<br>10/8/2010                        | 29                 | Prepared, refrigerated entrees and meals consisting primarily of meal, seafood, or poultry; prepared, refrigerated entrees, meals, and side items consisting primarily of vegetables, beans, soups, fruit salads and vegetable salads; prepared, refrigerated salads, namely, chicken salad, cole slaw, and potato salad, in International Class 29 |  |
| 101885-020000-0740 | MARGARITAVILLE<br>HEMISPHERE DANCER<br>PREMIUM (and cartouche<br>design) | United States of America<br>Pending  | 85/148,628<br>10/8/2010                        | 30                 | Prepared, refrigerated sandwiches; prepared, refrigerated entrees, meals, and side items consisting primarily of pasta or rice, in International Class 30   |  |
| 101885-020000-0741 | SHARKTOBERFEST   | United States of America<br>Pending  | 85/149,665<br>10/11/2010                       | 43                 | Restaurant services, in International Class 43  |   |

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