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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bruce Rampick		08/11/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	LRSBR, L.L.C.	
Street Address:	701 Tchoupitoulas Street	
City:	New Orleans	
State/Country:	LOUISIANA	
Postal Code:	70130	
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2531740	RETIRED SURFERS BAR AND RESTAURANT
Registration Number:	2503937	RETIRED SURFERS BAR ANDRESTAURANT

CORRESPONDENCE DATA

Fax Number: (225)926-2685

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

Phone: 2259279908

Email: mat@roykiesel.com

Correspondent Name: Mark A. Thurmon

Address Line 1: P.O. Box 15928

Address Line 4: Baton Rouge, LOUISIANA 70895-5928

ATTORNEY DOCKET NUMBER:	11879.003
NAME OF SUBMITTER:	Mark A. Thurmon
Signature:	/mat/
Date:	11/17/2010 TRADEMARK

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Total Attachments: 4 source=2503937#page1.tif source=2503937#page2.tif source=2531740#page1.tif source=2531740#page2.tif

TRADEMARK
REEL: 004416 FRAME: 0284

OF

PARISH OF ORLEANS

TRADEMARK

THIS ASSIGNMENT OF TRADEMARK, (the "<u>Assignment</u>") is made and effective the 11th day of August, 2010, by and between Bruce Rampick, a resident of New Orleans, Louisiana, ("<u>Assignor</u>") and LRSBR, L.L.C., a Louisiana limited liability company having an address of 701 Tchoupitoulas Street, New Orleans, Louisiana, 70130 ("<u>Assignee</u>").

RECITALS

Assignor is the owner of the trademark "Retired Surfers Bar and Restaurant" which was Registered on November 6, 2001, on the Principal Register of the United States Patent and Trademark Office and bears Registration Number: 2,503,937 (the "Trademark").

Assignor has continuously used the Trademark in commerce in connection with Assignor's business "Lucy's Retired Surfers Bar and Restaurant" since 1985.

Assignor is the sole member of Assignee.

Assignor wishes to assign, transfer and convey all rights, title, and interest in and to the Mark, together with all of the goodwill associated with the Lucy's Retired Surfers Bar and Restaurant business that is connected with the use of and symbolized by the Trademark.

Assignee wishes to receive this Assignment and all of the rights, title, and interest in and to the Mark, together with all of the goodwill associated with the Lucy's Retired Surfers Bar and Restaurant business connected with the use of and symbolized by the Trademark.

Accordingly, in consideration of the mutual promises given and received and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, Assignor and Assignee are to the following.

- 1. Representations and Warranties of Assignor: Assignor represents and warrants to Assignee that:
 - (a) he is the owner of the Trademark;
 - (b) he has not granted any licenses to use the Trademark;
 - (c) he is not aware of any competing claims or uses of the Trademark; and
 - (d) the Trademark is free of all security interests or claims of third parties.
- Assignment of the Trademark. In consideration of the mutual promises given and received and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, Assignor does hereby sell, transfer, and assign unto Assignee, and Assignee does hereby accept this Assignment of Trademark, together with all of the goodwill associated with the Lucy's Retired Surfers Bar and Restaurant business that is connected with the use of and symbolized by the Trademark, together with all rights, title, and interest in and to the Trademark including but not limited to the exclusive right to

TRADEMARK REEL: 004416 FRAME: 0285 register, renew the registration, grant licenses to third parties or otherwise own, use and control the Trademark.

- 3. **Indemnification.** Assignor and Assignee do hereby mutually agree to indemnify each other, their respective owners, shareholders, officers, directors, members, heirs and executors in connection with any suit or other claim of infringement, misuse, breach of contract or similar claim arising in connection with and occurring during the parties' respective ownership and control of the Trademark.
- 4. **Undertakings**. Assignee shall register this Assignment of Trademark within three (3) months of the date hereof with the United States Patent and Trademark Office and, as required, with the agency of any state in which the Trademark is registered.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademark to be effective as of the date first written above.

ASSIGNOR:

Bruce Rampick, individually

ASSIGNEE:

LRSBR, L.L.C.

Bruce Rampick, sole member

OF ·

PARISH OF ORLEANS

TRADEMARK

THIS ASSIGNMENT OF TRADEMARK, (the "<u>Assignment</u>") is made and effective the 11th day of August, 2010, by and between Bruce Rampick, a resident of New Orleans, Louisiana, ("<u>Assignor</u>") and LRSBR, L.L.C., a Louisiana limited liability company having an address of 701 Tchoupitoulas Street, New Orleans, Louisiana, 70130 ("<u>Assignee</u>").

RECITALS

Assignor is the owner of the trademark "Retired Surfers Bar and Restaurant" and fish logo design which was Registered on January 22, 2002, on the Principal Register of the United States Patent and Trademark Office and bears Registration Number: 2,531,740 (the "Trademark").

Assignor has continuously used the Trademark in commerce in connection with Assignor's business "Lucy's Retired Surfers Bar and Restaurant" since 1985.

Assignor is the sole member of Assignee.

Assignor wishes to assign, transfer and convey all rights, title, and interest in and to the Mark, together with all of the goodwill associated with the Lucy's Retired Surfers Bar and Restaurant business that is connected with the use of and symbolized by the Trademark.

Assignee wishes to receive this Assignment and all of the rights, title, and interest in and to the Mark, together with all of the goodwill associated with the Lucy's Retired Surfers Bar and Restaurant business connected with the use of and symbolized by the Trademark.

Accordingly, in consideration of the mutual promises given and received and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, Assignor and Assignee are to the following.

- 1. **Representations and Warranties of Assignor**: Assignor represents and warrants to Assignee that:
 - (a) he is the owner of the Trademark;
 - (b) he has not granted any licenses to use the Trademark;
 - (c) he is not aware of any competing claims or uses of the Trademark; and
 - (d) the Trademark is free of all security interests or claims of third parties.
- Assignment of the Trademark. In consideration of the mutual promises given and received and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, Assignor does hereby sell, transfer, and assign unto Assignee, and Assignee does hereby accept this Assignment of Trademark, together with all of the goodwill associated with the Lucy's Retired Surfers Bar and Restaurant business that is connected with the use of and symbolized by the Trademark, together with all rights, title, and interest in and to the Trademark including but not limited to the exclusive right to

TRADEMARK REEL: 004416 FRAME: 0287 register, renew the registration, grant licenses to third parties or otherwise own, use and control the Trademark.

- 3. Indemnification. Assignor and Assignee do hereby mutually agree to indemnify each other, their respective owners, shareholders, officers, directors, members, heirs and executors in connection with any suit or other claim of infringement, misuse, breach of contract or similar claim arising in connection with and occurring during the parties' respective ownership and control of the Trademark.
- 4. Undertakings. Assignee shall register this Assignment of Trademark within three (3) months of the date hereof with the United States Patent and Trademark Office and, as required, with the agency of any state in which the Trademark is registered.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademark to be effective as of the date first written above.

ASSIGNOR:

Bruce Rampick, individually

ASSIGNEE:

LRSBR, L.L.

Bruce Rampick, sole member

TRADEMARK REEL: 004416 FRAME: 0288

RECORDED: 11/17/2010