

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
SBE Entertainment Group, LLC		12/28/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	SBEEG Holdings Licensing, LLC
Street Address:	8000 BEVERLY BOULEVARD
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90048
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77533209	THE CODE
Serial Number:	77533214	THE CODE BY SBE
Serial Number:	77351243	SBE
Serial Number:	77078300	SBE
Serial Number:	77351294	SBE ENTERTAINMENT GROUP
Serial Number:	78894038	SBE ENTERTAINMENT GROUP
Serial Number:	78894099	SBE HOTEL GROUP
Serial Number:	77563502	THE CODE
Serial Number:	77563527	VIII IV III II VI III III MELIORA COGITO AUT VIAM INVENIAM AUT FACIUM CREDE QUOD HABES, ET HABES ARTES AER IGNIS TERRA AQVA SBE SBE SBE
Serial Number:	77324615	THE SBE COLLECTION
Serial Number:	77324677	THE SBE COLLECTION
Serial Number:	77221356	VALET TO VALET

CH \$340.00 77533209

Serial Number:	77485555	YES
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CORRESPONDENCE DATA

Fax Number: (312)750-6546
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.269.8000
Email: apeterson@ngelaw.com, leulgen@ngelaw.com
Correspondent Name: Lee J Eulgen
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Address Line 2: Neal, Gerber & Eisenberg LLP
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	023244.0706
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NAME OF SUBMITTER:	Lee J Eulgen
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Signature:	/Lee J Eulgen/
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Date:	02/09/2011
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Total Attachments: 9

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TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (this "Assignment") is executed and delivered as of the 28th day of December, 2010 (the "Closing Date"), by SBE ENTERTAINMENT GROUP, LLC, a California limited liability company ("Assignor") in favor of SBEEG HOLDINGS LICENSING, LLC, a California limited liability company ("Assignee").

WHEREAS, as between Assignor and Assignee, Assignor is the owner of all right, title and interest in and to the copyrights, trademarks, trademark registrations and applications set forth on Exhibit A attached hereto (collectively, the "Marks");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all right, title and interest in and to the Marks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, and for \$1.00 and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (i) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks (Assignee being the successor to that portion of the Assignor's business to which the Marks pertain), including all common law rights in the Marks, trademark and copyright registrations and applications for the Marks, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) the exclusive right to conduct business in connection with the Marks; and (iii) all rights to income, royalties, and license fees deriving from the Marks, all causes of action, claims, and rights to damages or profits, arising by reason of past, present and future infringements or unauthorized uses of the Marks or injury to the goodwill associated with the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Registration. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks and copyrights in the various affected jurisdictions to record Assignee as the owner of the Marks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Marks.

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3. Post-Closing Filings.

3.1. Recordable Instrument Definition. A Recordable Instrument shall mean a written document which summarizes Assignor's assignment and grant of all right, title and interest in and to the Mark(s), as applicable, to Assignee as set forth herein and meets the requirements for filing or recordation with a governmental body, including without limitation, any and all short form assignments, certified copies or copies of short form assignments, powers of attorney, official documents, affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other materials or documentation, including any certification, notarization or legalization thereof whether by apostille or other legalization, required to be filed with the governmental body in connection therewith.

3.2. Post-Closing US Filings. With respect to all Marks registered in the United States (as listed in Exhibit A attached hereto), Assignor shall take such further actions and shall deliver and record with the appropriate filing offices and registrars all Recordable Instruments and any other documents required to establish Assignee as the owner of record with respect to the Marks registered in the United States. Assignor shall provide Assignee with written proof of the filing of each such Recordable Instrument within sixty (60) days of the Closing Date.

3.3. Post-Closing International Filings. With respect to all Marks registered internationally (as listed in Exhibit A attached hereto), Assignor shall file a Recordable Instrument with the appropriate governmental body for each or which covers each Mark application and registration in each of the international territories and provide Assignee with written proof of the filing of each such Recordable Instrument within ninety (90) days of the Closing Date.

4. Assistance. This Agreement is valid as between the parties as of the date hereof. Assignor agrees to perform, at Assignee's expense, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in all Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

5. Attorney in Fact. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the Marks, Assignor hereby irrevocably appoints Assignee as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of

Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by Assignor.

6. Representations and Warranties. Assignor represents, warrants and covenants that:

6.1. Assignor has the full right, power and authority to enter into and to fully perform all its obligations hereunder, and to grant Assignee the rights granted hereunder, which to the best of Assignor's knowledge does not infringe upon any rights of any third party;

6.2. Assignor has not made, and will not make, any contractual or other commitment which would hinder the full performance of this Assignment, and Assignor has no knowledge of any action taken by it and will take no action intended to impair the value of, or interfere with Assignee's enjoyment of, the rights granted and the services to be rendered by Assignor hereunder;

6.3. To the best of Assignor's knowledge, the Marks do not violate, conflict with, or infringe upon any rights whatsoever including, without limitation, the trademark rights of any person or entity; and

6.4. To the best of Assignor's knowledge, no claim, suit, action or other proceeding has been threatened or brought in connection with Assignor, or persons or entities associated with Assignor, which would or might materially affect any of the rights granted by Assignor to Assignee in this Assignment.

7. General.

7.1. Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws). Any legal action or other legal proceeding relating to this Assignment or the enforcement of any provision of this Assignment shall be brought or otherwise commenced exclusively in any state or federal court in and for Los Angeles, California. Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

7.2. Assignment. Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Agreement. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

7.3. Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any

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other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties.

7.4. Severability. If any provision of this Assignment is held illegal, invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held illegal, invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held illegal, invalid or unenforceable.

7.5. Construction. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

7.6. Exhibits and Schedules. All exhibits and schedules attached hereto are hereby incorporated by reference into and made a part of this Assignment.


7.7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.


"Assignor"

SBE ENTERTAINMENT GROUP, LLC,
a California limited liability company

By: 
Name: Sam Nazarian
Title: Manager

"Assignee"

SBEEG HOLDINGS LICENSING, LLC,
a California limited liability company

By: 
Name: _____
Title: _____

(Signature Page to Trademark Assignment Agreement)

EXHIBIT A
COPYRIGHTS

None.

[EXHIBIT A CONTINUED]

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EXHIBIT A (CONTINUED)
TRADEMARKS

[Attached]

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SBE Entertainment Group, LLC
 Pending / Registered Trademarks
 Prepared: October 21, 2010

Docket No.	Country	Status	Trademark	Application Number	Filing Date	Registration No.	Registration Date	Class	Goods	Former Owner
23244-198T1	United States of America	Allowed	THE CODE	77533209	29-Jul-2008			45 INT.	Personal concierge services for others comprising making requested personal arrangements and reservations at nightclubs, lounges, theatres, restaurants and movie theatres, running personal and business errands and providing customer specific information to meet individual needs all rendered in hotels, restaurants and nightclubs	SBE Entertainment Group
23244-203T1	United States of America	Allowed	THE CODE BY SBE	77533214	29-Jul-2008			45 INT.	Personal concierge services for others comprising making requested personal arrangements and reservations at nightclubs, lounges, theatres, restaurants and movie theatres, running personal and business errands and providing customer specific information to meet individual needs all rendered in hotels, restaurants and nightclubs	SBE Entertainment Group
23244-60T1	United States of America	Registered	SBE	77351243	13-Dec-2007	3453638	24-Jun-2008	41 INT., 43 INT.	Night clubs; Hotel, bar and restaurant services	SBE Entertainment Group, LLC
23244-61T1	United States of America	Registered	SBE (STYLIZED)	77078300	08-Jan-2007	3367844	15-Jan-2008	41 INT., 43 INT.	Night clubs; Hotel, bar and restaurant services	SBE Entertainment Group, LLC
23244-62T2	China (People's Republic)	Pending	SBE ENTERTAINMENT GROUP	6554348	15-Feb-2008			41 INT.	nightclub services and casino services	SBE Entertainment Group, LLC
23244-62T3	China (People's Republic)	Registered	SBE ENTERTAINMENT GROUP	6554347	15-Feb-2008	6554347	21-Apr-2010	43 INT.	hotel, restaurant and bar services	SBE Entertainment Group, LLC
23244-62T4	European Community	Registered	SBE ENTERTAINMENT GROUP	6664783	13-Feb-2006	6664783	22-Jan-2009	41 INT., 43 INT.	night clubs; hotel, bar and restaurant services	SBE Entertainment Group, LLC
23244-62T5	Hong Kong	Registered	SBE ENTERTAINMENT GROUP	301053693	18-Feb-2008	301053693	18-Feb-2008	41 INT., 43 INT.	nightclub services and casino services; hotel, restaurant and bar services	SBE Entertainment Group, LLC
23244-62T6	Macau	Registered	SBE ENTERTAINMENT GROUP	N034418	29-Feb-2006	N034418	28-Aug-2008	41 INT.	nightclub services and casino services	SBE Entertainment Group, LLC
23244-62T7	Macau	Registered	SBE ENTERTAINMENT GROUP	N034419	29-Feb-2006	N034419	28-Aug-2008	43 INT.	hotel, restaurant and bar services	SBE Entertainment Group, LLC
23244-62T8	Mexico	Registered	SBE ENTERTAINMENT GROUP	936867	28-May-2008	1061147	18-Sep-2008	43 INT.	Hotel, bar and restaurant services	SBE Entertainment Group, LLC
23244-62T9	Mexico	Registered	SBE ENTERTAINMENT GROUP	936868	28-May-2008	1077222	11-Dec-2008	41 INT.	Night clubs	SBE Entertainment Group, LLC
23244-62T10	United Arab Emirates	Published	SBE ENTERTAINMENT GROUP	111409	24-Apr-2008			41 INT.	entertainment services	SBE Entertainment Group, LLC
23244-62T11	United Arab Emirates	Published	SBE ENTERTAINMENT GROUP	111410	24-Apr-2008			43 INT.	preferred hotel services, hotel services and restaurant services	SBE Entertainment Group, LLC
23244-62T1	United States of America	Registered	SBE ENTERTAINMENT GROUP	77351294	13-Dec-2007	3623653	28-Oct-2008	41 INT., 43 INT.	Night clubs; Hotel, bar and restaurant services	SBE Entertainment Group, LLC
23244-63T1	United States of America	Registered	SBE ENTERTAINMENT GROUP (STYLIZED)	78894038	26-May-2006	3436060	27-May-2008	41 INT., 43 INT.	Night clubs; Hotel, bar and restaurant services	SBE Entertainment Group, LLC
23244-64T1	United States of America	Registered	SBE HOTEL GROUP (STYLIZED)	78894099	26-May-2006	3247027	29-May-2007	43 INT.	Hotels	SBE Entertainment Group, LLC

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SBE Entertainment Group, LLC
 Pending / Registered Trademarks
 Prepared: October 21, 2010

Docket No.	Country	Status	Trademark	Application Number	Filing Date	Registration No.	Registration Date	Class	Goods	Former Owner
23244-166T1	United States of America	Allowed	THE CODE (& DESIGN)	77563502	05-Sep-2008			45 INT.	Personal concierge services for others comprising making requested personal arrangements and reservations at nightclubs, lounges, theatres, restaurants and movie theatres, running personal and business errands and providing customer specific information to meet individual needs all rendered in hotels, restaurants and nightclubs	SBE Entertainment Group, LLC
23244-174T1	United States of America	Allowed	THE CODE LOGO (W/ ROMAN NUMERALS AND LATIN WORDING)	77563527	05-Sep-2008			45 INT.	Personal concierge services for others comprising making requested personal arrangements and reservations at nightclubs, lounges, theatres, restaurants and movie theatres, running personal and business errands and providing customer specific information to meet individual needs all rendered in hotels, restaurants and nightclubs	SBE Entertainment Group, LLC
23244-170T1	United States of America	Registered	THE SBE COLLECTION	77324615	08-Nov-2007	3517956	14-Oct-2008	41 INT.	Nightclubs	SBE Entertainment Group, LLC
23244-170T2	United States of America	Registered	THE SBE COLLECTION	77324677	08-Nov-2007	3496917	02-Sep-2008	43 INT.	Hotel services: Hotel services for preferred customers; Hotel, bar and restaurant services; Hotels; Resort hotels	SBE Entertainment Group, LLC
23244-172T1	United States of America	Registered	VALET-TO-VALET	77221356	05-Jul-2007	3835507	17-Aug-2010	43 INT.	Hotel services: hotel services for preferred customers, namely, providing luggage check-in and delivery service, providing hotel check-in service, restaurant and bar services in hotel, providing meeting facilities services at the hotel	SBE Entertainment Group, LLC
23244-185T1	United States of America	Suspended	YES	77485555	28-May-2008			45 INT.	Personal concierge services for others comprising making requested personal arrangements and reservations at restaurants, nightclubs, lounges, theatre and movies, running personal and business errands and providing customer specific information to meet individual needs all rendered in hotels, restaurants and nightclubs	SBE Entertainment Group, LLC