

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

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	77698137	DRAGON ROOM LOUNGE
Serial Number:	77832302	EGOIST
Serial Number:	77845952	GENERAL ASSEMBLY
Serial Number:	77796784	MI-6
Serial Number:	77890919	REVELATION
Serial Number:	77254343	S BAR
Serial Number:	77255420	S BAR
Serial Number:	77255421	S BAR

**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

**900183683**

**TRADEMARK  
 REEL: 004474 FRAME: 0247**

**CH \$215.00 77698137**

Address Line 1: 2 North LaSalle Suite 1700  
Address Line 2: Neal, Gerber & Eisenberg LLP  
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER: 023244.0706

NAME OF SUBMITTER: Lee J Eulgen

Signature: /Lee J Eulgen/

Date: 02/09/2011

**Total Attachments: 8**

source=Assignment between SBE Entertainment and SBE Licensing#page1.tif  
source=Assignment between SBE Entertainment and SBE Licensing#page2.tif  
source=Assignment between SBE Entertainment and SBE Licensing#page3.tif  
source=Assignment between SBE Entertainment and SBE Licensing#page4.tif  
source=Assignment between SBE Entertainment and SBE Licensing#page5.tif  
source=Assignment between SBE Entertainment and SBE Licensing#page6.tif  
source=Assignment between SBE Entertainment and SBE Licensing#page7.tif  
source=Assignment between SBE Entertainment and SBE Licensing#page8.tif

## 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 SBE LICENSING, LLC, a Delaware 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.

LEGAL\_US\_W # 66696562.4

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

LEGAL\_US\_W # 66696562.4

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]

LEGAL\_US\_W # 66696562.4

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"

SBE LICENSING, LLC,  
a California limited liability company

By: 

Name:

Title:

(Signature Page to Trademark Assignment Agreement)

EXHIBIT A  
COPYRIGHTS

NAME OF COPYRIGHT	COPYRIGHT REGISTRATION NO.	COPYRIGHT REGISTRATION DATE
Code Logo	VAu000995311	
S Bar Character Image	VAu000952934	

LEGAL\_US\_W # 66696562.4



**EXHIBIT A (CONTINUED)**  
**TRADEMARKS**

**[Attached]**

LEGAL\_US\_W# 66696562.4

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
23244-20T1	United States of America	Registered	DRAGON ROOM LOUNGE (STYLIZED)	77898137	24-Mar-2009	3716873	24-Nov-2009	43 INT.	restaurant and bar services	SBE Entertainment Group, LLC
23244-22T1	United States of America	Allowed	EGOIST	77832302	22-Sep-2009			41 INT., 43 INT.	night clubs; bar and restaurant services	SBE Entertainment Group, LLC
23244-28T1	United States of America	Allowed	GENERAL ASSEMBLY	77845952	09-Oct-2009			41 INT., 43 INT.	night clubs; restaurant and bar services	SBE Entertainment Group, LLC
23244-34T5	China (People's Republic)	Registered	HYDE BEACH	6554351	15-Feb-2008	6554351	14-May-2010	43 INT.	bar and restaurant services	SBE Entertainment Group, LLC
23244-34T4	China (People's Republic)	Pending	HYDE BEACH	6554352	15-Feb-2008			41 INT.	night club services	SBE Entertainment Group, LLC
23244-34T6	Hong Kong	Registered	HYDE BEACH	301053710	18-Feb-2008	301053710	18-Feb-2008	41 INT., 43 INT.	night club services; bar and restaurant services	SBE Entertainment Group, LLC
23244-34T7	Macau	Registered	HYDE BEACH	N034416	29-Feb-2008	N034416	28-Aug-2008	41 INT.	night club services	SBE Entertainment Group, LLC
23244-34T8	Macau	Registered	HYDE BEACH	N034417	29-Feb-2008	N034417	28-Aug-2008	43 INT.	bar and restaurant services	SBE Entertainment Group, LLC
23244-34T11	United Arab Emirates	Published	HYDE BEACH	111413	24-Apr-2008			41 INT.	entertainment services	SBE Entertainment Group, LLC
23244-34T12	United Arab Emirates	Published	HYDE BEACH	111414	24-Apr-2008			43 INT.	preferred hotel services, hotel services and restaurant services	SBE Entertainment Group, LLC
23244-36T3	China (People's Republic)	Pending	HYDE LOUNGE	6554350	15-Feb-2008			41 INT.	night club services	SBE Entertainment Group, LLC
23244-36T5	Hong Kong	Registered	HYDE LOUNGE	301053701	18-Feb-2008	301053701	18-Feb-2008	41 INT., 43 INT.	nightclubs (nightclub services); restaurant and bar services	SBE Entertainment Group, LLC
23244-36T7	Macau	Registered	HYDE LOUNGE	N034411	29-Feb-2008	N034411	28-Aug-2008	41 INT.	night clubs (night club services)	SBE Entertainment Group, LLC
23244-36T8	Macau	Registered	HYDE LOUNGE	N034412	29-Feb-2008	N034412	28-Aug-2008	43 INT.	restaurant and bar services	SBE Entertainment Group, LLC
23244-36T11	United Arab Emirates	Published	HYDE LOUNGE	111411	24-Apr-2008			41 INT.	entertainment services	SBE Entertainment Group, LLC
23244-36T12	United Arab Emirates	Published	HYDE LOUNGE	111412	24-Apr-2008			43 INT.	preferred hotel services, hotel services and restaurant services	SBE Entertainment Group, LLC
23244-41T1	United States of America	Registered	M1-6	77796784	04-Aug-2009	3824006	27-Jul-2010	41 INT., 43 INT.	night clubs; bar and restaurant services	SBE Entertainment Group, LLC
23244-47T2	United States of America	Allowed	REVELATION	77890919	10-Dec-2009			41 INT., 43 INT.	night clubs; restaurant and bar services	SBE Entertainment Group, LLC
23244-50T1	United States of America	Registered	S BAR	77254343	14-Aug-2007	3422018	06-May-2008	43 INT.	restaurant and bar services	SBE Entertainment Group, LLC
23244-113T1	United States of America	Registered	S BAR (& SITTING MAN W/ HORNS/GOBLET DESIGN)	77255420	15-Aug-2007	3430030	20-May-2008	43 INT.	restaurant and bar services	SBE Entertainment Group, LLC
23244-51T2	United States of America	Registered	S BAR (STYLIZED)	77255421	15-Aug-2007	3422046	06-May-2008	43 INT.	restaurant and bar services	SBE Entertainment Group, LLC

TRADEMARK