



09/02/2011

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office



103632129

To the Director of the U. S. Patent and Trademark Office at the address below or the new address(es) below.

1. Name of conveying party(ies):

BRG Intellectual property, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware, United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Postcard I.P. Holdings, L.L.C.

Internal Address: _____

Street Address: 591 West Putnam Avenue

City: Greenwich

State: Connecticut

Country: United States Zip: 06830

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability Company

Citizenship Delaware, United States
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 23, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,766,677

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

POSTCARD INN ON THE BEACH

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephen G. Janoski

Internal Address: Roylance, Abrams, Berdo & Goodman, LLP

Street Address: 1300 19th Street, N.W., Suite 600

City: Washington

State: D.C. Zip: 20036

Phone Number: (202) 659-9076

Fax Number: (202) 659-9344

Email Address: SGIdocketing@roylance.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 09/02/2011 ANULLINS 00000010 3766677
18-02220
Authorized User Name 01 FC:8521 40.00

9. Signature:

August 31, 2011

Date

Stephen G. Janoski, D.C. bar member

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, BRG Intellectual Property, LLC, a Delaware limited liability company with its principal address at 206 Spring Street, 4th Floor, New York, New York 10012, United States of America (hereinafter the "Assignor"), is the owner of rights, title and interest in and to the service mark POSTCARD INN ON THE BEACH, the subject of U.S. Registration No. 3,766,677 registered in the U.S. Patent and Trademark Office on March 30, 2010 for services identified as "hotel, restaurant and bar services" and including forms thereof such as POSTCARD INN, POSTCARD or POST CARD (hereinafter the "Marks"); and

WHEREAS, Postcard I.P. Holdings, L.L.C., with its principal address at 591 West Putnam Avenue, Greenwich, CT 06830, United States of America (hereinafter the "Assignee"), desires to acquire all right, title and interest in and to the Marks; and

WHEREAS, Assignor makes no representations and/or no warranties that it is the sole and exclusive owner of, and has good and clear title in and to the Marks, other than to represent and warrant that Assignor has not transferred, conferred, assigned or granted any licenses or rights in or to the Marks, and has no agreement with any other party which would conflict with this Assignment, and any conferred or granted right such as any security interest has been released by memorialized security release or undertaking recorded in the U.S. Patent and Trademark Office; however, in the absence of a release of any conferred or granted right such as any security interest, Assignor will promptly effectuate such written release or undertaking and record the same in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee indemnifies, releases, discharges, defends, holds harmless and has no recourse whatsoever against Assignor, its officers, shareholders, employees, agents, affiliates, subsidiaries, successors, and any other person authorized by Assignor to act on its behalf, for any loss, liability, damages, demands, cost, judgment, award, expense, or claims, including reasonable attorneys fees, which may at any time be suffered or incurred by Assignee relating to the Marks and/or by reason of or in consequence of this Assignment.

NOW THEREFORE, for good and valuable consideration of One Hundred Dollars (US\$100.00) the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, and transfers to Assignee, effective as of the date hereof, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby and/or associated therewith.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by duly authorized officers and effective the day and year above stated.

ASSIGNOR

BRG INTELLECTUAL PROPERTY, LLC

By: Stephen Hanson

Name: Stephen Hanson

Title: President

Signed
This 23rd day of August, 2011.

ASSIGNEE

POSTCARD I.P. HOLDINGS, L.L.C.

By: [Signature]

Name: Jerome S. Lee

Title: M.D.

Signed
This 23rd day of August, 2011.