12/13/2011

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Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/20

U.S. DEPARTMENT OF COMMERCE
nited States Patent and Trademark Office

Assignment Recordation Branch
Received
DEC 13 2011
Public Records Division

12/13/11

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

E-Brands Restaurants, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other LLC / Florida

Citizenship (see guidelines)

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: Kevin Enderle
Internal Address:
Street Address: 4022 McIntosh Road
City: Dover
State: Florida
Country: USA Zip: 33527

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Individual Citizenship 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) 11/11/2011

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

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)
3,625,771 ; 2,601,386
2,811,996

Additional sheet(s) attached? ☐ Yes ☐ No

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

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

Name: F.Miles Adler, Attorney
Internal Address:
Street Address: 241A Willbrook Blvd, Suite 200
City: Pawleys Island
State: SC Zip: 29585
Phone Number: 843-314-3204
Fax Number: 843-314-3205
Email Address: Miles@theadlerlawfirm.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $90.00

☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

12/14/2011 HTON11 00000043 3625771
02 FC:8522

Deposit Account Number 40.00 DP
Authorized User Name 50.00 DP

9. Signature: F. Miles Adler 12.08.11

Signature Date

F. MILES ADLER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6 SIX

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 OF TRADEMARKS

Background

This Assignment of Trademarks is entered into this 11th day of ~~October~~ Nov., 2011 (the "Assignment") by and between E-Brands Restaurants, LLC, having a business address of 9350 Conroy Windermere Road, Windermere Florida 34786 (hereinafter referred to as "Assignor") and Kevin Enderle, of 4022 McIntosh Road, Dover, Florida 33527 (hereinafter referred to as "Assignee").

WHEREAS, Assignor has used and is using, and is the owner of the entire right, title, and interest in the trademarks SAMBA ROOM and design, Registration Number 3,625,771, registered May 26, 2009; SAMBA ROOM, Registration Number 2,811,996, registered February 10, 2004; and SAMBA ROOM A CUBAN BAR AND LATIN CAFE, Registration Number 2,601,386, registered July 30, 2002 ("Trademarks"); and

WHEREAS, Assignee wishes to purchase the entire right, title, and interest in and to the Trademarks, including the goodwill of the business symbolized by the Trademarks, from the Assignor.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and conditions set forth herein, the parties agree as follows:

Terms

In consideration of the premises stated herein and the payment of Fifteen Thousand Dollars ($15,000.00), the receipt and sufficiency of which is hereby expressly acknowledged, Assignor hereby assigns, transfers, conveys, and sets over unto Assignee, his successors, assigns and legal representatives, the entire right, title, and interest in and to the Trademarks, free of any encumbrances, together with the goodwill of the business represented thereby, in connection with which the Trademarks were and are used and all rights incident thereto. Assignee shall also, on the execution date of this Assignment, reimburse Assignor for its reasonable attorneys' fees incurred in connection with this Assignment.

Assignor hereby releases, assigns, and transfers unto Assignee his successors, assigns and legal representatives, all rights, title, and interest, claims and demands whatsoever Assignor had in, to and by, under and through, the Trademarks, including all claims for any and all past infringement thereof and the right to sue therefor.

Furthermore, Assignee agrees that in the event Assignee transfers the Trademarks for value to a third party at any time up to eighteen (18) months from the date of execution of this Assignment, then Assignee shall pay Assignor an additional amount equal to fifty percent (50%) of the purchase price paid to Assignee by the third party, within ten (10) days of said third-party transfer. This Assignment of Trademarks is made subject to this limitation.

The Trademarks are to be held and enjoyed by Assignee for his own use and profit and for his successors, assigns and legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made.

[Signatures on following page]

SIGNED and sealed this 11 day of ~~October~~ Nov., 2011.

WITNESS:

Assignor:

E-BRANDS RESTAURANTS, LLC

By: _____

Name: Benedikt Peifler

Its: Chief Financial Officer

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ___ day of October, 2011, by _____, who is [ ] personally known to me or [ ] who has produced _____ as identification and who did take an oath.

See Attached Jurat

(SEAL)

Notary Public

[Signature page for Assignment of Trademarks, E-Brands Restaurants, LLC – Enderle]

Jurat

State of California

County of ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 11 day of NOVEMBER,

20 11 by BENEDICT PEIFLER,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Notary seal)

CHYNNA A. GOLDSTEIN
COMM. #1826460
Notary Public - California
Alameda County
My Comm. Expires Dec. 12, 2012

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

RECORDED: 12/13/2011

TRADEMARK
REEL: 004692 FRAME: 0599