

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Spin Management, Inc.		03/06/2012	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Barteca Restaurants, LLC		
Street Address:	22 Elizabeth Street		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77819187	BARCELONA	
Registration Number:	3790015		
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.037		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		

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TRADEMARK

Date:

03/09/2012

Total Attachments: 3

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of March 9, 2012 ("Effective Date") by and between Top Spin Management, Inc., a Connecticut corporation ("Assignor") and Barteca Restaurants, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the owner of the trademark applications and registrations set forth on Schedule A (the "Marks");

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated with the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of any and all liens and encumbrances, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, all common law rights associated therewith, any registrations that issue from the Marks, any renewals and extensions of such registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country or multi-national registration body, now or hereafter arising or in effect, 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, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world, to the fullest extent permitted by law.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of New York.

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

[END OF PAGE]  
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**TOP SPIN RESTAURANT  
MANAGEMENT, INC.**

By: \_\_\_\_\_

Name: Carl A. Pforzheimer

Title: President

**BARTECA HOLDINGS, LLC**

By: \_\_\_\_\_

Name: Carl A. Pforzheimer

Title: Chief Executive Officer

[Signature page to Top Spin Trademark Assignment]