

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
USC Operating Company LLC		05/11/2012	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	USHG, LLC		
Doing Business As:			
Street Address:	24 Union Square East, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3327828	UNION SQUARE CAFE	
CORRESPONDENCE DATA			
Fax Number:	2122283621		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6462375039		
Email:	rpalmese@ushgnyc.com		
Correspondent Name:	Ronald Palmese Jr		
Address Line 1:	24 Union Square East, 6th Floor		
Address Line 4:	New York, NEW YORK 10003		
NAME OF SUBMITTER:	Ronald Palmese Jr		
Signature:	/Ronald Palmese Jr/		
Date:	05/21/2012		

OP \$40.00 3327828

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is dated as of May 11, 2012 (this "**Agreement**"), and is made by and among Union Square Cafe Corp., a New York corporation ("**USC**"), USC Operating Company LLC, a New York limited liability company ("**Assignor**") and USHG, LLC, a New York limited liability company ("**Assignee**").

RECITALS:

- A. Pursuant to a Contribution Agreement, dated as of March 19, 2010, USC contributed all of its assets, including its rights to the "UNION SQUARE CAFE" trademark, Registration Number 3327828 (the "**Mark**"), to Assignor.
- B. Assignor is the current owner of the Mark.
- C. Assignor wishes to transfer to Assignee all of its rights, title and interest in and to the Mark, and Assignee wishes to purchase from Assignor all Assignor's rights, title and interest in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. *Assignment of Rights.* Assignor hereby assigns to Assignee all of Assignor's rights, title, and interests in and to the Mark, including, without limitation, (i) all goodwill associated therewith; and (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof. Assignee hereby accepts such assignment.
2. *Recordation.* Assignor hereby authorizes the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states, to record Assignee as the owner of the Mark assigned by Assignor to Assignee pursuant to Paragraph 1 and to issue in accordance with this Agreement all registrations of such Mark and all applications for any of the same, which are assigned to Assignee by this Agreement or which relate to the subject matter so assigned.
3. *Further Assurances.* Assignor and its Affiliates agree to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Agreement, including executing further consistent assurances, confirmations, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. Assignor will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Mark before any administrative, government or other tribunal. Assignor and its Affiliates, directors, officers, and employees shall provide all assistance reasonably requested by Assignee necessary to document Assignor's assignment of the Website to Assignee.
4. *Miscellaneous.*

(a) All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (“e-mail”) transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

if to Assignor, to:

USC Operating Company LLC
c/o Union Square Hospitality Group, LLC
24 Union Square East, 6th Floor
New York, NY 10003
Attention: Jeff Flug, President
Facsimile No.: (212) 228-3622
E-mail: jflug@ushgnyc.com

if to Assignee, to:

USHG, LLC
c/o Union Square Hospitality Group, LLC
24 Union Square East, 6th Floor
New York, NY 10003
Attention: Jeff Flug, President
Facsimile No.: (212) 228-3622
E-mail: jflug@ushgnyc.com

with a copy in each case to (which copy shall not constitute notice hereunder):

Union Square Hospitality Group, LLC
24 Union Square East
New York, NY 10003
Attention: Ronald Palmese, Jr., General Counsel
Facsimile No.: (212) 228-3621
E-mail: rpalmese@ushgnyc.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

(b) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights

and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; *provided*, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto.

(d) This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

(e) The parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in the borough of Manhattan, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 6(a) shall be deemed effective service of process on such party.

(f) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL ANY PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(g) In the event of any suit or action to enforce or interpret any provision of this Agreement (or which is based on this Agreement), the prevailing party will be entitled to recover, in addition to other costs, reasonable attorney fees in connection with such suit or action and in any appeal.

(h) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any counterpart may be signed and transmitted electronically, including by facsimile or Portable Document Format (PDF), with the same force and effect as if such

counterpart was an ink-signed original. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

(i) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(j) The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the United States District Court for the Southern District of New York or any New York State court sitting in the borough of Manhattan, in addition to any other remedy to which they are entitled at law or in equity.

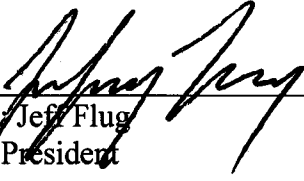
(k) The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the day and year first above written.

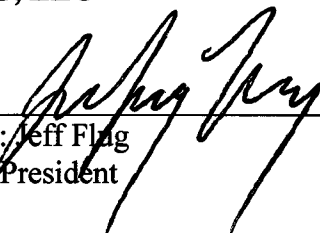
ASSIGNOR

USC OPERATING COMPANY LLC

By: 
Name: Jeff Flug
Title: President

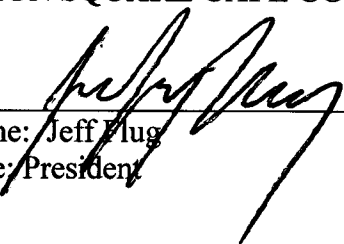
ASSIGNEE

USHG, LLC

By: 
Name: Jeff Flug
Title: President

ACKNOWLEDGED AND AGREED

UNION SQUARE CAFE CORP.

By: 
Name: Jeff Flug
Title: President

[Signature page to Trademark Assignment Agreement]