

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dream Team Miami, LLC		09/05/2011	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Slim's Universal Holding Company, LLC		
<b>Street Address:</b>	309 23rd Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Miami Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33139		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3681810	AUTOMATIC SLIM'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3055329909		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3059928980		
<b>Email:</b>	ronnyb@bellsouth.net		
<b>Correspondent Name:</b>	Ron Bloomberg		
<b>Address Line 1:</b>	309 23rd Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Miami Beach, FLORIDA 33139		
<b>NAME OF SUBMITTER:</b>	Ron Bloomberg		
<b>Signature:</b>	/Ron Bloomberg/		

OP \$40.00 3681810

Date:

08/20/2012

**Total Attachments: 11**

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Signed

**AGREEMENT FOR ASSIGNMENT**

THIS ASSIGNMENT AGREEMENT (this "Agreement"), effective the the <sup>5<sup>th</sup></sup> day of September 2011, ~~2015~~, by and between Dream Team Miami, LLC, a Florida limited liability company ("Assignor") and Slim's Universal Holding Company, LLC, a Florida limited liability company ("Assignee"); In consideration of the mutual covenants and promises herein set forth, the parties hereby agree as follows:

**WITNESSETH:**

WHEREAS, Assignor is the owner of certain intellectual property and trademark rights to the name "AUTOMATIC SLIM'S" (the rights and trademark shall hereinafter be referred to as the "Property"), and Assignor wishes to convey to Assignee all of their interests in the Property pursuant to the terms of this Agreement;

WHEREAS, Assignor's interest in the Rights is valid and existing as set forth the United States Patent and Trademark Office records per Exhibit A attached hereto;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals hereto are true and correct and incorporated herein by this reference.

2. Assignment.

Assignor agrees to unconditionally assign to Assignee and Assignee agrees to assume from Assignor all of Assignor's rights, title and interest in and to the Property, together with all of Assignor's rights, liabilities and obligations thereunder.

3. Assignment Fee.

As consideration for the Assignment, Assignee agrees to pay to Assignor the amounts of One Thousand Dollars (\$1,000.00 (the "Assignment Fee");

4. Assignor's Representations. Assignor hereby represents, warrants, and covenants to and with Assignee as follows:

(i) All of the representations, warranties and covenants made by Assignor in this Agreement are true and correct, in all material respects, as of this date, and shall remain true and correct in all material respects at all times to and until the Closing;

(ii) Assignor has not and will not assign, pledge or otherwise transfer any interest in the Property except to Assignee in compliance with this Agreement;

(iii) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in a breach of, or default under, any agreement to which Assignor is a party;

(iv) Assignor is entitled to assign its rights to the Property to Assignee without consent of any third party;

(v) Assignor has full right, power and lawful authority to execute, deliver and perform its obligations under this Agreement, in the manner and upon the terms contained herein, with no other person needing to join in or consent to the execution or performance hereof in order for this Agreement to be binding on Assignor;

(vi) Assignor is a legally formed Florida limited liability company;

(vii) Assignor has or will within five (5) days after the date of this Agreement deliver to Assignee ALL information and material relevant to the Property, including creative art work, logos, computer files, etc., including, without limitation, any correspondence or documentation received from or delivered to the Assignor and within the possession or control of Assignor or Assignor's agents, representatives, contractors or attorneys;

Assignor has no actual notice or knowledge of any actions pending or threatened by any governmental agencies or entities which would materially and adversely impact Assignor's ability to assign the Property;

5. Assignee's Representations. Assignee hereby represents to Assignor as follows:

Assignee has full right, power and lawful authority to execute and deliver and perform its obligations under this Agreement.

6. Assignor Default. The failure of Assignor to perform any of its material obligations under this Assignment, or if any material representation of Assignor made herein is untrue or inaccurate in any respect; shall constitute an "Assignor Default" under this Assignment. Notwithstanding the foregoing, Assignor shall have thirty (30) days following a written notice of default from Assignee to cure an Assignor Default or a commercially reasonable period of time if same is not reasonably capable of cure within the said period, but in no event beyond sixty (60) days prior to the deadline for Closing.

7. Termination and Remedies By Assignee:

(a) Termination by Assignee due to Assignor. This Assignment may be terminated by Assignee upon the occurrence of an uncured and material Assignor Default;

8. Assignment. Assignee shall not be entitled to assign all or any portion of its rights hereunder to any party without prior written consent of Assignor.

9. Brokers. The parties to this Assignment represent and warrant to each other that, except as disclosed in the Purchase Contract, no broker was involved or has been involved in

connection with this transaction. Notices. Any notices required or permitted to be given under this Assignment shall be in writing and, unless otherwise specified herein, shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Assignee: Slims Universal Holding Company,, LLC  
c/o Ronald Bloomberg, Manager  
309 23<sup>rd</sup> Street, Suite 300  
Miami Beach, FL 33139

With a copy to: George McArdle  
806 Douglas Entrance  
Suite 625  
Coral Gables, FL 33134

If to the Assignor: The Dream Team, LLC  
Andrew Kostas, Manager

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Notices personally delivered or sent by overnight courier shall be deemed received on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) business days after deposit in the U. S. mails.

10. General Provisions. The following general terms and conditions apply to this Agreement:

(a) Singular/Plural Masculine/Feminine. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

(b) Titles. Headings in this Agreement are for convenience only.

(c) Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, except as herein limited.

(d) Choice of Law. This Agreement shall be interpreted according to the laws of the State of Florida.

(e) Litigation. In the event there is any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred in connection therewith including, but not limited to, reasonable attorneys' fees.

(f) Time. Time is of the essence in the performance of the obligation of the parties to this Agreement.

(g) Time of Acceptance. When fully executed, the date of last executed and a fully executed shall be deemed to be the "Effective Date" of this Agreement. All time periods in this Agreement shall be deemed to be in calendar days unless otherwise so stated. If the date of expiration of any period of time or the date for the performance of any act or the satisfaction of any condition, whether specified or determined by formula or calculation, under this Agreement occurs on a Saturday, Sunday or legal holiday of the State of Florida, then such date shall automatically be extended to the following business day.

(h) Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

(i) Construction. This Agreement has been prepared by Assignor and its professional advisors and reviewed by Assignee and its professional advisers. Assignee and Assignor and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either party. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated assignor and assignee.

Entire Agreement. This Agreement integrates and supersedes all other agreements and understandings of every character of the parties and comprises the entire agreement between them. This Agreement may not be changed, except in writing signed by the parties. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent right or obligations.

IN WITNESS WHEREOF, each of the parties have set their seals upon the dates indicated hereinbelow, and the parties executing this Agreement hereby represent to the other that they have full and complete authority to execute the same on behalf of the entities for which they sign.

[SIGNATURES TO FOLLOW]

<p>Signed, sealed and delivered in the presence of:</p> <p><u>John Lowy</u></p> <p><u>[Signature]</u></p> <p><u>John Lowy</u></p> <p><u>[Signature]</u></p>	<p>ASSIGNOR:</p> <p>The Dream Team, LLC, a Florida limited liability company</p> <p>By: <u>[Signature]</u> Andrew Kostas, Managing Member</p> <p>Executed the <u>15<sup>th</sup></u> day of <u>April</u>, 2012, by Assignor.</p> <p>ASSIGNEE:</p> <p>Slim's Universal Holding Company, LLC, a Florida limited liability company</p> <p>By: <u>[Signature]</u> Ronald Bloomberg, President American Riviera Real Estate Company, the Manager</p> <p>Executed the <u>15<sup>th</sup></u> day of <u>April</u>, 2012, by Assignee.</p>
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LIST OF EXHIBITS:

Exhibit "A" - United States Patent and Trademark Office Official Form

EXHIBIT "A"

United States Patent and Trademark Office Official Form





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**Detail by Entity Name**

**Florida Limited Liability Company**

THE DREAM TEAM, LLC

**Filing Information**

Document Number L02000009595  
FEVEIN Number 710878641  
Date Filed 04/23/2002  
State FL  
Status INACTIVE  
Last Event ADMIN DISSOLUTION FOR ANNUAL REPORT  
Event Date Filed 09/25/2009  
Event Effective Date NONE

**Principal Address**

1216 WASHINGTON AVENUE  
MIAMI BEACH FL 33139

**Mailing Address**

1216 WASHINGTON AVENUE  
MIAMI BEACH FL 33139

Changed 06/04/2008

**Registered Agent Name & Address**

LINDEN, PAM  
8551 WEST SUNRISE BLVD.  
SUITE 300  
PLANTATION FL 33322 US

Name Changed: 03/03/2008

Address Changed: 03/03/2008

**Manager/Member Detail**

**Name & Address**

Title MGRM

KOSTAS, ANDREW  
205 COCONUT LANE  
MIAMI BEACH FL 33139



Title MGRM

SALADINO, MICHAEL  
1216 WASHINGTON AVE  
MIAMI BEACH FL 33139

**Annual Reports**

Report Year	Filed Date
2007	05/02/2007
2008	03/03/2008
2008	06/04/2008

**Document Images**

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[01/27/2006 -- Reg. Agent Change](#)

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#### Typed Drawing

**Word Mark** AUTOMATIC SLIM'S

**Goods and Services** IC 043. US 100 101. G & S: Restaurant and bar services. FIRST USE: 20020515, FIRST USE IN COMMERCE: 20020515

**Mark Drawing Code** (1) TYPED DRAWING

**Trademark Search Facility Classification Code** NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks

**Serial Number** 76458053

**Filing Date** October 15, 2002

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** July 15, 2003

**Registration Number** 3681810

**Registration Date** September 15, 2009

**Owner** (REGISTRANT) The Dream Team, LLC LIMITED LIABILITY COMPANY FLORIDA 1210 Washington Ave., Suite 220 Miami FLORIDA 33139

**Attorney of Record** Lisa N. Kaufman

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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#### Typed Drawing

**Word Mark** AUTOMATIC SLIM'S

**Goods and Services** (CANCELLED) IC 025. US 022 039. G & S: Clothing, namely men's and women's t-shirts, tank tops, hats, visors, sweatshirts, shorts, and children's t-shirts. FIRST USE: 20020515. FIRST USE IN COMMERCE: 20020515

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 76458052

**Filing Date** October 15, 2002

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** April 6, 2004

**Registration Number** 2857337

**Registration Date** June 29, 2004

**Owner** (REGISTRANT) The Dream Team, LLC LIMITED LIABILITY COMPANY FLORIDA 1210 Washington Ave., Suite 220 Miami FLORIDA 33139

**Attorney of Record** Michael B. Chesal

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** DEAD

**Cancellation Date** February 4, 2011

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# AUTOMATIC SLIM'S

**Word Mark** AUTOMATIC SLIM'S

**Goods and Services** (ABANDONED) IC 043. US 100 101. G & S: Bar and restaurant services

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 77779883

**Filing Date** July 13, 2009

**Current Basis** 1B

**Original Filing Basis** 1B

**Owner** (APPLICANT) Full Circle Trademark Holdings, LLC LIMITED LIABILITY COMPANY DELAWARE 615 South Dupont Highway Dover DELAWARE 19001

**Attorney of Record** L. Kaufman

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** DEAD

**Abandonment Date** September 24, 2009

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#### Typed Drawing

**Word Mark** AUTOMATIC SLIM

**Goods and Services** (CANCELLED) IC 041. US 100 101 107. G & S: entertainment services in the nature of live musical performances. FIRST USE: 19910101. FIRST USE IN COMMERCE: 19911101

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 74500508

**Filing Date** March 14, 1994

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** August 29, 1995

**Registration Number** 1936460

**Registration Date** November 21, 1995

**Owner** (REGISTRANT) AUTOMATIC SLIM composed of Dennis Keith Bandiero, Christopher Wayne Basnight, Edward James Bennett, III, Billy Gene Tart and Michael David Batts, all U.S. citizens PARTNERSHIP NORTH CAROLINA P.O. Box 25526 Raleigh NORTH CAROLINA 27611

**Attorney of Record** Douglas W. Kenyon

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** DEAD

**Cancellation Date** August 24, 2002

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