

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/03/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HHH Holdings, LLC		08/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	YSB Nightclub, LLC		
Street Address:	311 S. Division Street		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89703		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2557475	LIGHT	
CORRESPONDENCE DATA			
Fax Number:	2023712540		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023712600		
Email:	tm@skgf.com		
Correspondent Name:	Monica R. Talley/SKGF PLLC		
Address Line 1:	1100 New York Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	(CIRQUE) HHH HOLDING ASGN		
NAME OF SUBMITTER:	Monica Riva Talley		

OP \$40.00 2557475

Signature:	/Monica Riva Talley/
Date:	09/07/2012
Total Attachments: 5 source=3131-Trademark Assignment Agreement for 2557475#page1.tif source=3131-Trademark Assignment Agreement for 2557475#page2.tif source=3131-Trademark Assignment Agreement for 2557475#page3.tif source=3131-Trademark Assignment Agreement for 2557475#page4.tif source=3131-Trademark Assignment Agreement for 2557475#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made, and entered into, effective as of August 3, 2012, by HHH Holdings, LLC, a Delaware limited liability company, ("Assignor"), as assignor, in favor of YSB Nightclub, LLC, a Nevada limited liability company ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark "Light" including, without limitation, all worldwide rights in any and all jurisdictions, all rights in and to the registration thereof in the United States (USPTO Reg # 2557475), together with the goodwill associated therewith (collectively, the "Trademark"); and

WHEREAS, Assignor, and its affiliate Club Jungle Management LLC, have entered into the Mandalay Bay Nightclub Management Agreement with Assignee, and Assignor acknowledges and agrees that it shall derive benefits in connection therewith; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee all right, title, interest and benefit throughout the universe in and to the Trademark, free and clear of any and all liens and encumbrances, together with all goodwill associated therewith and all common law and statutory right, title and interest in and to the Trademark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks (including retention of all recovered amounts), and all products, proceeds and revenues arising from or relating to any and all of the foregoing under any law now or hereafter in effect anywhere in the universe, whether arising prior to, on or subsequent to the date hereof, in all cases, the same to be held and enjoyed by Assignee, its successors, and assigns from and after the date hereof fully and absolutely, and as the same could have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, Assignor hereby expressly acknowledges that Assignee, its successors and assigns may, to the fullest extent permitted by applicable law, file in its own name applications for trademark and service mark registration anywhere in the world in connection with the Trademark, and to secure in its own name the registrations granted thereon.

2. Within 90 days after the Effective Date, Assignor shall deliver to the Assignee or file with the applicable persons all transfer authorization forms and other documents necessary or desirable to transfer the Domain "lightlv.com" to the Assignor.

3. Assignor shall take such further actions and execute such further documents, instruments and agreements as may be necessary or desirable to give full effect to this Assignment.

4. Assignor agrees not to (and to cause its affiliates not to) use or permit to be used the Trademark or any confusingly similar mark, logo or name for any purpose whatsoever.

5. Assignor hereby represents and warrants to Assignee as follows:

a) No person or entity (other than Assignee) has any right or interest in or to the Trademark, including, without limitation, any right to use the Trademark pursuant to a license.

b) No person or entity is infringing upon the Trademark, and Assignee's use of the Trademark shall not infringe upon or otherwise violate any rights of any person or entity.

c) Assignor has all right and authority to enter into this Assignment and to perform its obligations hereunder, without approval or consent from any other person or entity.

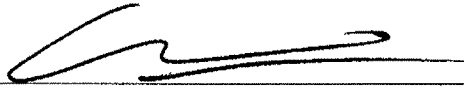
d) The Trademark is free and clear of all liens and encumbrances.

e) The Trademark is registered in the United States under USPTO Reg # 2557475 and the registration is in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

HHH HOLDINGS, LLC

By: 

Name:

Title:

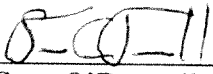
(Trademark Assignment Agreement)

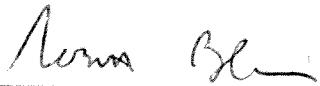
**TRADEMARK
REEL: 004857 FRAME: 0089**

YSB NIGHTCLUB, LLC

By: Its Members:

SANDBOX HOSPITALITY HOLDINGS, LLC

By: 
Name: Sean O'Donnell
Title: Member Representative

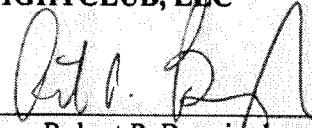
By: 
Name: Robert Blain
Title: Member Representative

(YSB Signature Page Continues)

(Trademark Assignment Agreement)

TRADEMARK
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YEG NIGHTCLUB, LLC

By: 

Name: Robert P. Birmingham
Title: Vice President, Secretary and
General Counsel

(Trademark Assignment Agreement)