

## 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
	Carl's Patio, Inc.		03/08/2013
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Carl's Patio Acquisition LLC		
Street Address:	301 Camino Gardens Blvd.		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33432		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4264143	FIFTH & SHORE
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-736-7235		
Email:	fxw@kjk.com		
Correspondent Name:	Frank Wardega, Esq.		
Address Line 1:	1375 East 9th Street		
Address Line 2:	One Cleveland Center- 20th Floor		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Frank Wardega		
Signature:	/Frank Wardega/		
Date:	03/11/2013		
Total Attachments: 3			
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OP \$40.00 4264143

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made effective as of March 8, 2013, from CARL'S PATIO, INC., a Delaware corporation ("Assignor"), to CARL'S PATIO ACQUISITION LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is the owner of the trademark "FIFTH & SHORE", Registration Number 4,264,143; Serial No. 85-618,445, (the "Mark"), together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is used; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### TERMS

**1. Assignment.** Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with: (1) the goodwill of the business in which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

**2. Cooperation.** Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark.

**3. Asset Purchase Agreement.** This Assignment is executed in conjunction with and governed by the terms of the Asset Purchase Agreement entered into on January 18, 2013 by and among Assignor, Terrace 436, Inc., a Florida corporation, Carl's Patio West, Inc., a California corporation, and Assignee. To the extent that there is a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, this Assignment will prevail.

*[Signature page to follow]*

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment, as of the day and year first above written.

CARL'S PATIO, INC.

By: \_\_\_\_\_  
Paul Otowchits, President

Acknowledged the \_\_\_ day of March, 2013.

CARL'S PATIO ACQUISITION LLC

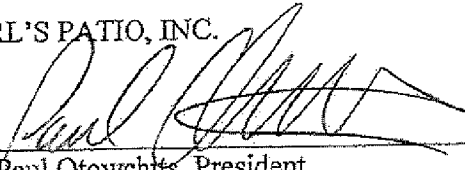
By: Carl's Patio Group, Inc., its Sole Member  
and Manager

By:   
Ronald E. Weinberg, Chief Executive Officer

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment, as of the day and year first above written.

CARL'S PATIO, INC.

By:

  
Paul Otowchits, President

Acknowledged the \_\_\_ day of March, 2013.

CARL'S PATIO ACQUISITION LLC

By: Carl's Patio Group, Inc., its Sole Member  
and Manager

By:

\_\_\_\_\_  
Ronald E. Weinberg, Chief Executive Officer