

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
Peanut Wagon, Inc.		10/14/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PWIIP, LLC
Street Address:	1090 Point Lobos
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94121
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1781933	WHERE SAN FRANCISCO BEGINS
Registration Number:	1792020	THE CLIFF HOUSE
Registration Number:	2479240	CLIFF HOUSE
Serial Number:	85870104	CLIFF HOUSE ... WHERE SAN FRANCISCO BEGI
Serial Number:	85870167	CLIFF HOUSE CLASSIC

CORRESPONDENCE DATA

Fax Number: 4153584738
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-957-3036
 Email: masteiner@duanemorris.com, dcvargas@duanemorris.com
 Correspondent Name: Mark A. Steiner
 Address Line 1: Spear Tower, One Market Plaza, Ste. 2200
 Address Line 2: Duane Morris LLP
 Address Line 4: San Francisco, CALIFORNIA 94105-1127

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ATTORNEY DOCKET NUMBER:	R1770-00501
NAME OF SUBMITTER:	Mark A. Steiner
Signature:	/Mark A. Steiner/
Date:	11/25/2013
Total Attachments: 2 source=Executed TM Assignment - PWIP#page1.tif source=Executed TM Assignment - PWIP#page2.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This ASSIGNMENT is made effective Oct 14, 2013. The assignment made by this instrument is from Peanut Wagon, Inc., a California corporation doing business as The Cliff House (hereinafter the "Assignor") with a principal place of business at 1090 Point Lobos, San Francisco, California 94121, to PWIIP, LLC, a California limited liability company, with a principal place of business at 1090 Point Lobos, San Francisco, California 94121 (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks, registrations, and applications for registration therefor set out below ("the Marks"):

TRADEMARK	COUNTRY/ STATE	APPL. NO FILING DATE	REG NO. ISSUE DATE
WHERE SAN FRANCISCO BEGINS	United States	74/323,057 October 15, 1992	1,781,933 July 13, 1993
THE CLIFF HOUSE	United States	74/291,986 July 2, 1992	1,792,020 September 7, 1993
CLIFF HOUSE & Design	United States	75/843,826 November 8, 1999	2,479,240 August 21, 2001
CLIFF HOUSE SINCE 1863 - WHERE SAN FRANCISCO BEGINS & Design	United States	85/870,104 March 7, 2013	
CLIFF HOUSE CLASSIC	United States	85/870,167 March 7, 2013	
THE CLIFF HOUSE	California	21213 October 18, 1984	21213 October 18, 1984
THE CLIFF HOUSE	California	21417 November 13, 1984	21417 November 13, 1984
CLIFFHOUSE.COM	Domain Name		
CLIFFHOUSERESTAURANT.COM	Domain Name		
CLIFFHOUSEGRILLANDBAR.COM	Domain Name		

WHEREAS, Assignor owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

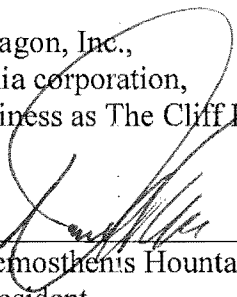
WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove) on a worldwide basis. This assignment of all claims for damages by reason of past infringement(s) of the Marks includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

The undersigned Assignor and officer of Assignee represent that they have authority to execute this Assignment on behalf of Assignor and Assignee, respectively, and to carry out all obligations imposed hereunder. The undersigned have read, understand, and agree to the terms of this Assignment.

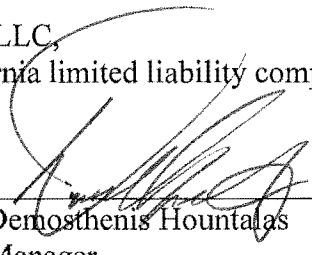
ASSIGNOR:

Peanut Wagon, Inc.,
a California corporation,
doing business as The Cliff House

By: 
Demosthenis Hountalas
Its: President

ASSIGNEE:

PWIIP, LLC,
a California limited liability company

By: 
Demosthenis Hountalas
Its: Manager

Dated: Oct 14, 2013

Dated: Oct 14, 2013

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