

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372197

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900352473		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIB Holdings, LLC		06/09/2015	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Garden City, Inc.		
<b>Doing Business As:</b>	DBA Casino M8trix		
<b>Street Address:</b>	1887 Matrix Blvd		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95110		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4307098	ZONE 8 SPORTS BAR & GRILL	
<b>Registration Number:</b>	4430352	NOODLE BA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	rlindo@casinom8trix.com		
<b>Correspondent Name:</b>	Robert Lindo		
<b>Address Line 1:</b>	1887 Matrix Blvd		
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95110		
<b>NAME OF SUBMITTER:</b>	Robert S. Lindo		
<b>SIGNATURE:</b>	/s/ Robert S. Lindo		
<b>DATE SIGNED:</b>	02/05/2016		
<b>Total Attachments: 4</b>			
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source=Executed NYC F&B Assignment Agreement 6-9-15#page3.tif			



## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made this \_\_\_\_ day of March \_\_\_\_\_, 2015 ("Effective Date") by CIB Holdings, LLC, a Nevada limited liability company having an address of 2505 Anthem Village Dr., Ste E623, Henderson, NV 89052 ("Assignor") in favor of Garden City, Inc., dba Casino M8trix, a California corporation, or its designee, having an address of 1887 Matrix Boulevard, San Jose, CA 95110 ("Assignee"). Assignor and Assignee and their permitted successors and assigns are sometimes referred to herein as "Parties". This Agreement is entered into and will be performed in San Jose, California.

WHEREAS, Assignor holds all right, title and interest in and to the intellectual property assets embodied in the Assignor's registered and unregistered trademarks used in connection with the food and beverage business operated by Assignor's affiliate, NYC Food and Beverage LLC ("NYC"), at the facility located at 1887 Matrix Boulevard, San Jose, California, including, without limitation the registered trademarks listed on Exhibit A and all common law rights created from the use or license of such assets by any person, together with all goodwill of the business in relation to which such rights are used, and all rights, privileges and advantages thereto including without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof (collectively, the "Transferred IP");

WHEREAS, in connection with the settlement of NYC's lawsuit against Assignee and Pete V. Lunardi III in the United States District Court for the Northern District of California, Case No. 14-CV-05148 (the "Lawsuit"), NYC agreed to have its affiliate, Assignor, assign the Transferred IP to Assignee in partial consideration of the settlement funds paid in settlement of the Lawsuit.

WHEREAS, Assignor desires to transfer all of its right, title and interest in and to the Transferred IP to the Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to the Assignee any and all of its worldwide rights, title and interest in and to the Transferred IP including all rights, privileges and advantages thereto including without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof.

2. Further Cooperation. Assignor further agrees to execute any further documents and take any reasonable actions which may be required to transfer and effect a valid recording of this Assignment with the U.S. Patent and Trademark Office and in any

individual country or jurisdiction according to the laws thereof, which shall, at the time of execution, be considered incorporated by reference in this Assignment.

3. Indemnification. In consideration of the Assignment, Assignee shall indemnify, defend (with counsel reasonably acceptable to Assignor) and hold harmless Assignor from and against any and all claims, losses, damages, liabilities and costs (including reasonable attorneys' fees) to the extent arising from or related to the Transferred IP, which arise after the Effective Date, including without limitation claims for infringement or any tax liability resulting from this Assignment. Assignor shall indemnify, defend (with counsel reasonably acceptable to Assignee) and hold harmless Assignee from and against any and all claims, losses, damages, liabilities and costs (including reasonable attorneys' fees) to the extent arising from or related to the Transferred IP, which arise on or prior to the Effective Date.

#### 4. General

4.1 Notices. Any notices given under this Agreement or required by law must be in writing to the address set forth in the Preamble of this Agreement and must be: (i) delivered in person; or (ii) sent by first-class registered mail, or air mail, as appropriate; or (iii) sent by overnight air courier, in each case delivery costs prepaid and properly posted to the address indicated on the first page of this Agreement. Notices shall be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) business day after delivery to an overnight air courier service. Each party shall advise the other in writing of any change in the address to which notice shall be given.

4.2 Governing Law. Except to the extent preempted by federal law, this Agreement shall be governed in accordance with the laws of the State of California, without reference to conflict of laws principles. To the extent permissible by law, the Uniform Computer Information Transaction Act will not apply to this Agreement.

4.3 Arbitration. Except as provided below, all disputes arising from or relating to this Agreement shall be resolved through binding arbitration, which will be conducted in San Jose, California by JAMS or, if the Parties agree, another arbitrator of the Parties' choosing. In the event either Party brings a claim under this provision, the losing Party shall pay all reasonable attorneys' fees and costs incurred by the prevailing Party. This provision shall not preclude either Party from seeking equitable relief to protect its interests.

4.4 Severability. In the event that any provision of this Agreement conflicts with governing law, or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

4.5 No Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either Party

thereafter to enforce any such provisions. No waiver, amendment or variation to this Agreement shall be valid unless in writing and signed by both Parties.

4.6 Incorporation by Reference: Entire Agreement. The recitals set forth at the beginning of this Agreement and any documents referred to therein shall be incorporated herein by this reference as though set forth in full herein. This is an integrated Agreement and it constitutes the entire, final, complete and exclusive agreement between the Parties and supersedes all previous agreements, intentions, or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party. Both Parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date and year first above written.

ASSIGNOR:  CIE Holdings, LLC  
a Nevada limited liability company

By: \_\_\_\_\_  
Its: Managing Member

ASSIGNEE: Garden City, Inc.,  
a California corporation

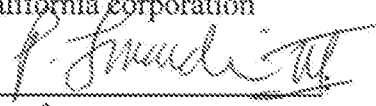
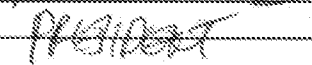
By:  \_\_\_\_\_  
Its:  \_\_\_\_\_

Exhibit A  
List of Registered Trademarks

US Registered Trademark No. 4,307,098 for the words only mark "ZONE 8 SPORTS  
BAR & GRILL"

US Registered Trademark No. 4,430,352 for the stylized mark "Noodle Ba"