

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Beach Restaurants, Inc.		06/07/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	County of Los Angeles		
Street Address:	13837 Fiji Way		
Internal Address:	Department of Beaches and Harbors		
City:	Marina del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	County: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2506092	G GLADSTONE'S MALIBU	
Registration Number:	2418549	G GLADSTONE'S MALIBU	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	4154421301		
Email:	carla.oakley@morganlewis.com		
Correspondent Name:	Carla B. Oakley		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	110722-0001		
NAME OF SUBMITTER:	Carla B. Oakley		
SIGNATURE:	/Carla B. Oakley/		
DATE SIGNED:	06/20/2016		
Total Attachments: 11			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "**Assignment**") is dated as of June 7, 2016 ("**Effective Date**"), by and between CALIFORNIA BEACH RESTAURANTS, INC., a California corporation ("**Assignor**"), and COUNTY OF LOS ANGELES ("**Assignee**").

1. This Assignment is entered into in connection with and as consideration for that Third Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated of even date herewith (the "**Concession Agreement Third Amendment**") between Assignee and Assignor's wholly-owned subsidiary, Sea View Restaurants, Inc., a California corporation ("**Concessionaire**"). For such consideration and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor hereby irrevocably assigns, transfers, sets over and conveys to Assignee as of the Effective Date the following (collectively, the "**Assigned Property**"): all of Assignor's right, title and interest in and to (a) all trademarks, trade names and service marks, together with all goodwill associated therewith, used or associated with the operation of the Gladstone's Restaurant located at 17300 Pacific Coast Highway, Pacific Palisades, California 90272; (b) all trademarks, trade names and service marks, together with all goodwill associated therewith, used or associated with the operation of the Gladstone's 4 Fish restaurant located at 300 World Way, Los Angeles, California 90045; (c) all trademarks, trade names and service marks, together with all goodwill associated therewith, used or associated with the operation of the Gladstone's Long Beach restaurant located at 330 South Pine Avenue, Long Beach, California 90802; (d) the trade names Gladstone's or Gladstone's 4 Fish or any derivation thereof, together with all goodwill associated therewith (all trademarks, trade names and service marks referred to in (a), (b), (c) and (d) are collectively referred to herein as the "**Name Rights**"); (e) the trademarks, trade names or service marks identified on Exhibit 1 attached hereto and incorporated herein by this reference (all of the trademarks, trade names and service marks identified on Exhibit 1 are referred to herein as the "**Registered Trademarks**"), together with all goodwill associated therewith; (f) Assignor's interest as licensor in the Non-Exclusive Royalty Free License Agreement dated October 30, 1997 between Assignor, as "Licensor", and Concessionaire, as "Licensee") (the "**Concessionaire License Agreement**"); (g) Assignor's interest as licensor in the License Agreement dated December 21, 2007 between Gladstone's Restaurant, a California corporation, as "Licensor", and Host International, Inc., a Delaware corporation, as "Licensee", concerning the operation of concessions at the Los Angeles International Airport (the "**LAX License Agreement**"); (h) Assignor's interest as licensor in the License Agreement dated January, 2003 between Assignor, as "Licensor", and Gladstone's 4 Fish, LLC, a California limited liability company, as "Licensee", concerning the operation of a restaurant and the sale of certain goods at The Pike at Rainbow Harbor in Long Beach, California (the "**Pike License Agreement**"); and (i) Assignor's interest as licensor in any other licenses or other similar agreements regarding the use of the Trademarks. The Concessionaire License Agreement, LAX License Agreement and Pike License Agreement are collectively referred to herein as the "**Existing License Agreements**".

2. Assignor hereby represents and warrants to Assignee as of the Effective Date that:
- (a) Assignor is the registered owner of the Registered Trademarks;

(b) none of the Assigned Property is encumbered by any lien, security interest or other encumbrance except for the Security Agreement dated March 29, 2005 between Assignor and Assignee (the “County Security Agreement”);

(c) the trademarks, trade names and service marks listed on Exhibit 1 constitute all of the trademarks, trade names and service marks in which Assignor or any Affiliate of Assignee hold an interest that contain the name “Gladstones”, “Gladstone’s” or any derivation thereof;

(d) except for the rights of each respective “Licensee” under the Existing License Agreements, (i) neither Assignor nor any predecessor-in-interest to Assignor’s rights in the Assigned Property has granted any other person or entity any ownership, license, rights or other retained interest in the Assigned Property, and (ii) no other person or entity has any ownership, license, rights or other retained interest in the Registered Trademarks;

(e) a complete and accurate copy of each of the respective Existing License Agreements is attached to this Assignment as Exhibits 3, 4 and 5 and such Existing License Agreements have not been amended or modified;

(f) each of the Existing License Agreements is in full force and effect and has not been amended, supplemented or modified;

(g) there is no existing breach, default, dispute or claim by any party to an Existing License Agreement nor, to the current actual knowledge of Assignor, does any condition exist or has any event occurred that, with notice and/or the lapse of any applicable grace or cure period, would constitute a default under an Existing License Agreement;

(h) Assignor is the current “Licensor” under each of the Existing License Agreements; without limitation of the foregoing, Gladstone’s Restaurant, the stated licensor under the LAX License Agreement, is a fictitious business name of Assignor, and thus Assignor is the original licensor under the LAX License Agreement;

(i) Concessionaire is the current “Licensee” under the Concessionaire License Agreement, and Assignor has received no notice, nor does Assignor have any knowledge, of the assignment or transfer by Concessionaire of its interest as “Licensee” under the Concessionaire License Agreement;;

(j) to the current actual knowledge of Assignor, Host International, Inc. is the current “Licensee” under the LAX License Agreement, and Assignor has received no notice, nor does Assignor have any knowledge, of the assignment or transfer by Host International, Inc. of its interest as “Licensee” under the LAX License Agreement;

(k) to the current actual knowledge of Assignor, Gladstone’s 4 Fish, LLC is the current “Licensee” under the Pike License Agreement, and Assignor has received no notice, nor does Assignor have any knowledge, of the assignment or transfer by Gladstone’s 4 Fish, LLC of its interest as “Licensee” under the Pike License Agreement;

(l) the Master Agreement dated January, 2003 between Assignor and Pendragon Partners, LLC, a California limited liability company (“**Pendragon**”), has terminated, and neither Pendragon nor any successor to, or any other person or entity affiliated with, Pendragon has any continuing rights under such Master Agreement or any continuing rights to otherwise use the Trademarks or other Assigned Property, except to the extent of the rights of the “Licensee” under the Pike License Agreement;

(m) the License Agreement dated April 21, 1992 between Sea View Restaurants, Inc. and MCA Development Venture Two (“**MCA**”), under which Sea View Restaurants, Inc. granted certain license rights to MCA in the following registered marks: (i) GLADSTONE’S, Reg. Nos. 1,337,282, 1,514,059 and 21, 915 (California state registration); (ii) GLADSTONE’S 4 FISH, Reg. Nos. 1,426,956 and 24,923 (California state registration); and (iii) G (Stylized), Reg. No. 1,477,188, has terminated, and neither MCA nor any successor to, or any other person or entity affiliated with, MCA has any continuing rights under such License Agreement or any continuing rights to otherwise use the Trademarks or other Assigned Property;

(n) no license fees or other compensation required to be paid under an Existing License Agreement has been paid in advance, except for such fees or compensation that pursuant to the express terms of such Existing License Agreement were due and payable prior to the Effective Date;

(o) this Assignment does not violate or conflict with the Existing License Agreements or any other agreement or instrument by which Assignor or any Affiliate of Assignor is bound;

(p) Assignor has the authority to execute and deliver this Assignment, and all consents or approvals of any other person or entity required for the transfer of the Assigned Property pursuant to this Assignment (if any) have been obtained;

(q) Exhibit 2 sets forth accurate information as to (i) Assignor’s legal name as listed in its current organizational documents, (ii) the location of Assignor’s chief executive office, (iii) Assignor’s mailing address, and (iv) all names under which Assignor has conducted its business; and

(r) the Assigned Property constitutes all or substantially all of the assets of Assignor.

The foregoing representations and warranties shall survive the transfer of the Assigned Property to Assignee. For purposes hereof, an “**Affiliate**” means (1) any person or entity that directly or indirectly holds an ownership interest in Assignor, (2) any entity in which Assignor directly or indirectly holds an ownership interest, or (3) any entity in which an ownership interest is directly or indirectly owned by a person or entity in common with the ownership of a direct or indirect ownership interest in Assignor.

3. Assignor shall not make, nor permit any Affiliate of Assignor to make, any further use of the Assigned Property after the Effective Date except use of the license rights in accordance with and limited to the terms of the Existing License Agreements, nor shall Assignor directly or indirectly through an Affiliate challenge, interfere with, solicit, encourage or assist

others to challenge or otherwise interfere with the right, title and interest of Assignee, its successors or assigns, in the Assigned Property. Assignor will not directly or indirectly through its Affiliates take any action (or enable, assist or allow another to take any action), or otherwise support any claim that may detrimentally affect the registration or validity of the Assigned Property.

4. Assignor agrees to execute and deliver any other document, or take any action, which Assignee reasonably deems necessary to perfect, evidence or implement the transfer set forth in this Assignment and to effectuate the intent and purpose of this Assignment, including without limitation, the execution and delivery of any required transfer or transfer authorization forms or other documentation. For purposes of clarification, the assignment of the Assigned Property in Section 1 above includes the assignment to Assignee of all future license fees or other compensation payable under the Existing License Agreements after the Effective Date. Without limitation of Assignor's obligations under this paragraph, Assignor shall take such action and execute such documents and notifications as reasonably requested by Assignee to notify the licensees under the Existing License Agreements of the assignment of Assignor's interest therein to County and directing such licensees to pay all future license fees or other compensation payable thereunder to County. County agrees to credit any license fees actually received by County under the Existing License Agreements against the "Monthly Minimum Rent" and "Percentage Rent" payable by Concessionaire under the Concession Agreement Third Amendment; provided, however, that such credit shall be expressly limited to the amounts of license fees actually received, and County shall have no duty or obligation to make collection efforts for such license fees.

5. Assignee shall be responsible for any transfer fees payable to any registrar to transfer the Assigned Property.

6. Assignee hereby accepts the assignment of the Name Rights and the Registered Trademarks and accepts the assignment and assumes and agrees to perform all the obligations of Assignor as "Licensor" under the Existing License Agreements to the extent any of such obligations first accrue and are applicable to periods on or after the Effective Date of this Assignment; provided, however, Assignee is not assuming any existing liabilities of Assignor with respect to any of the Assigned Property, and Assignee hereby indemnifies, defends and holds Assignor harmless from and against all claims, demands, liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses) incurred by or brought against County in connection with any matters relating to the Assigned Property that accrue or arise prior to the Effective Date.

7. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. If Assignor or Assignee brings any action or suit against the other by reason of any breach of any provision of this Assignment on the part of the other, then the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit,

including reasonable attorneys' fees, charges and costs, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

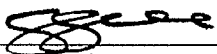
ASSIGNOR:

CALIFORNIA BEACH RESTAURANTS, INC., a
California corporation

By: _____
Name: _____
Title: _____

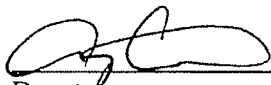
ASSIGNEE:

THE COUNTY OF LOS ANGELES

By: 
Gary Jones, Director, Department of
Beaches and Harbors

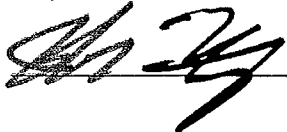
APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

By: 
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: 

including reasonable attorneys' fees, charges and costs, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

CALIFORNIA BEACH RESTAURANTS, INC., a
California corporation

By: Richard J. Riordan

Name: Richard J. Riordan

Title: Chief of Staff

ASSIGNEE:

THE COUNTY OF LOS ANGELES

By: _____

Gary Jones, Director, Department of
Beaches and Harbors

APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

By: _____

Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

EXHIBIT 1

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>CLASS(ES)</u>	<u>COUNTRY/ STATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REGISTERED OWNER</u>
G GLADSTONE'S MALIBU & Design	42	USA	2506092	November 13, 2001	California Beach Restaurants, Inc.
G GLADSTONE'S MALIBU & Design	21, 24, 25	USA	2418549	January 9, 2001	California Beach Restaurants, Inc.
GLADSTONE'S (Stylized)	42	California	21915	January 10, 1985	California Beach Restaurants, Inc.

EXHIBIT 2

INFORMATION REGARDING ASSIGNOR

- (i) Assignor's Legal Name: California Beach Restaurants, Inc., a California corporation
- (ii) Chief Executive Office: 17300 Pacific Coast Highway, Pacific Palisades, California 90272
- (iii) Mailing Address: 17300 Pacific Coast Highway, Pacific Palisades, California 90272
- (iv) Names under which Assignor has conducted business: California Beach Restaurants, Inc.

EXHIBIT 3

COPY OF CONCESSIONAIRE LICENSE AGREEMENT

[Exhibit Omitted for Filing Purposes]

EXHIBIT 4

COPY OF LAX LICENSE AGREEMENT

[Exhibit Omitted for Filing Purposes]

EXHIBIT 5

COPY OF PIKE LICENSE AGREEMENT

[Exhibit Omitted for Filing Purposes]