

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	Entity Type
54th Street Lounge		07/31/2003	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Northern Management, LLC		
Street Address:	3885 South Decatur Boulevard		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89103		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76103470	LIGHT	
CORRESPONDENCE DATA			
Fax Number:	(702)949-8376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(702) 949-8200		
Email:	TRADEMARKS-LASVEGAS@LRLAW.COM		
Correspondent Name:	Christopher M. Law		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Ste. 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	46677-LIGHT		
NAME OF SUBMITTER:	Christopher M. Law		
Signature:	/Christopher M. Law/		

OP \$40.00 76103470

Date:

07/13/2007

Total Attachments: 3

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UNITED STATES SERVICE MARK ASSIGNMENT AGREEMENT

AGREEMENT dated as of the 31st day of July, 2003, by and between 54th Street Lounge, LLC, a New York limited liability company, having offices at 123-127 East 54th Street, New York, New York (the "Assignor") and Northern Management, LLC, a Nevada limited liability company, having offices at 3885 South Decatur Boulevard, Las Vegas, Nevada (the "Assignee").

WHEREAS, pursuant to an Application to Register (the "Application"), Serial #76103470 filed August 4, 2000 with the United States Patent and Trademark Office, Assignor claimed ownership in and to the service mark "Light" (the "Mark") for use in the bar and restaurant services industry (IC Class 042) as set forth in such Application;

WHEREAS, Assignee desires to acquire whatever rights Assignor may have in and to the Mark from Assignor, free and clear of all liens, debts, claims and encumbrances, for the purchase price of One (\$1.00) Dollar (the "Purchase Price");

WHEREAS, Assignor desires to sell and transfer any and all of its right, title and interest in and to the Mark to Assignee for the Purchase Price;

NOW, THEREFORE, in consideration of the payment of the Purchase Price and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, absolutely and forever, any and all of Assignor's right, title and interest, whether statutory or at common law, in and to the Mark, together with the Assignor's right to continue to prosecute the Application to completion and all goodwill, design rights and intangible property symbolized by and/or associated with the Mark free and clear of all liens, debts, claims and encumbrances.

Assignor agrees that it will not commit any act which may in any way adversely affect any rights of Assignee in and to the Mark. At the request of Assignee, Assignor shall execute and deliver any and all documents reasonably necessary or appropriate to make fully effective and to implement the provisions of this Agreement and to vest title in and to the Mark in Assignee. For such purpose Assignor hereby irrevocably appoints Andrew Sasson or his designee as Assignor's attorney-in-fact to execute any additional documents necessary and required to prosecute the Application to completion and to transfer any and all of Assignor's right, title and interest in and to the Mark to Assignee.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, assigns, subsidiaries, affiliates, parent companies and their related entities.

Assignor represents and warrants to Assignee that it has no knowledge of any lien, claim, suit or action by any party challenging Assignor's right, title and interest in and to the

Mark or Assignor's ability to transfer its interest in and to the Mark to Assignee. Each party hereto represents to the other that the party signing this Agreement on its behalf has the full power and authority to execute this Agreement and bind such party to the terms hereof.

This Agreement shall be interpreted and construed in accordance with the laws of the State of New York with the same force and effect as if fully executed therein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year below written.

54th Street Lounge, LLC, Assignor

By: Chris Barish
Chris Barish, Member

Northern Management, LLC

By: Andrew Sasson
Andrew Sasson, Member

STATE OF NEW YORK:
COUNTY OF NEW YORK) SS:

On the 30th day of July, in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Chris Barish, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WARREN LEIBOWITZ
NOTARY PUBLIC, STATE OF NEW YORK
No. 01LE4777650
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES NOV. 30, 2005

Warren Leibowitz
Notary Public

STATE OF NEW YORK:
COUNTY OF NEW YORK) SS:

On the ~~30th~~^{31st} day of ~~July~~^{July}, in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Andrew Sasson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

DELILAH MEZA
Notary Public, State of New York
No. 01ME6077146
Qualified in Nassau County
Commission Expires July 8, 2006

Delilah Meza
Notary Public