

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
Black Square Pants, LLC		02/01/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Viper Room Development, LLC
Street Address:	510 N. Robertson Blvd.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90048
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77325049	?
Serial Number:	77325062	
Serial Number:	77325063	THE VIPER ROOM
Serial Number:	77325060	THE VIPER ROOM
Serial Number:	77325053	WHAT?
Serial Number:	77325045	THE VIPER ROOM
Serial Number:	77325058	

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: mmcguire@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
 Address Line 1: Four Times Square

CH \$190.00 77325049

Address Line 2: Attn: Bruce Goldner, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	089410/11
NAME OF SUBMITTER:	Seth Shelden
Signature:	/Seth Shelden/
Date:	02/01/2008

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is entered into as of January 30, 2008, but effective as of February 1, 2008 ("Effective Date"), by and between BLACK SQUARE PANTS, LLC, a California limited liability company ("Assignor"), and VIPER ROOM DEVELOPMENT, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, Viper Room Sunset, LLC, and Geneva Roth Holdings, Inc., have entered into that certain Contribution Agreement, dated as of December 21, 2007 (the "Contribution Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee Assignor's right, title and interest in the Intellectual Property (as defined in the Contribution Agreement), including, but not limited to, the intellectual property set forth on Schedule A hereto (all such property collectively referred to herein as the "Assigned Property") relating to the ownership and operation of the night club, music venue and bar located at 8852 Sunset Boulevard, Los Angeles, California, and commonly known as the Viper Room; and

WHEREAS, pursuant to the Contribution Agreement, Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee: (i) all of Assignor's right, title and interest in and to the Assigned Property, including any ownership interests Assignor may have or claim to have in the Assigned Property, for the United States and for all foreign countries, including any renewals and extensions of the registrations and, including, without limitation, any in process registration applications, that are or may be secured under the laws of the United States and all foreign jurisdictions, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with (ii) all income, royalties, damages or payments due or payable, if any, relating to the period from and after the Effective Date, including, without limitation, all claims for damages by reason of infringement or other violation or unauthorized use of the Assigned Property from and after the Effective Date, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives and (iii) the associated goodwill.

Assignor authorizes and requests the United States Patent and Trademark Office, the Copyright Office, and any other applicable intellectual property registrar (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of any registered or applied-for copyrights included in the Assigned Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives.

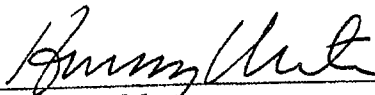
The parties agree to execute any other documents and instruments reasonably required in order to consummate the transactions contemplated in this Assignment.

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

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IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first written above.

VIPER ROOM DEVELOPMENT, LLC,
a Delaware limited liability company

By: 
Name: Harry Morton
Its: President

BLACK SQUARE PANTS, LLC,
a California limited liability company

By: _____
Name: Darin Feinstein
Its: Member-Manager

Remainder of Signature Page Left Blank Intentionally

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first written above.

VIPER ROOM DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: Harry Morton
Its: President

BLACK SQUARE PANTS, LLC,
a California limited liability company

By: _____
Name: Darin Feinstein
Its: Member-Manager

Remainder of Signature Page Left Blank Intentionally

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } S.S.

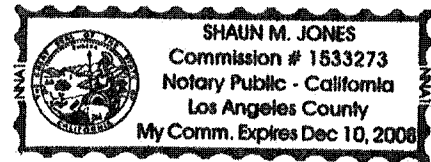
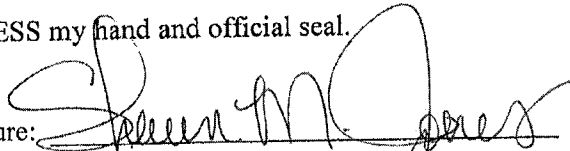
On January 30, 2008 before me,
SHAUN M. JONES, a
Notary Public in and for said County and State, personally appeared,
Harry Milton

_____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



(Notary Seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it
could prevent fraudulent attachment of this certificate to another document.

Title of Document Type:

Number of Pages including notary acknowledgement

Signors other than named above:

Date of Document:

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } S.S.

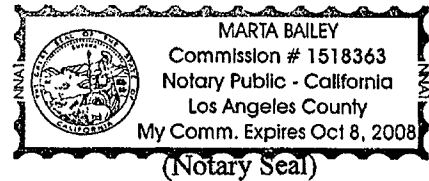
On 1-30-08, before me,
MARTA BAILEY, a
Notary Public in and for said County and State, personally appeared,
DARIN FEINSTEIN

_____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Marta Bailey



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it
could prevent fraudulent attachment of this certificate to another document.

Title of Document Type:
Number of Pages including notary acknowledgement
Signors other than named above:
Date of Document:

SCHEDULE A
INTELLECTUAL PROPERTY

List of Intellectual Property

I. Trade Names, Trademarks, Logos and Designs

1. THE VIPER ROOM
2. VIPER ROOM
3. WHAT?
4. "Snake Lady" device



5. "Question mark and X" device




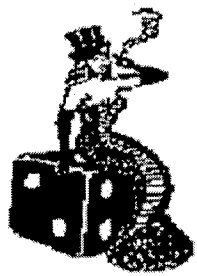

6. "Die Girl" device

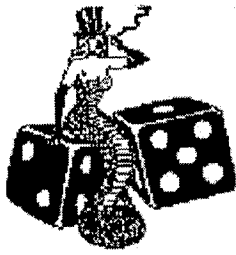



7. "Die Girl" device



II. Trademark Registrations and Applications

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
United States		(77/325049)	(11/08/2007)	Black Square Pants, LLC	Pending
United States		(77/325062)	(11/08/2007)	Black Square Pants, LLC	Pending
United States		(77/325063)	(11/08/2007)	Black Square Pants, LLC	Pending
United States	THE VIPER ROOM	(77/325060)	(11/08/2007)	Black Square Pants, LLC	Pending

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
United States	WHAT?	(77/325053)	(11/08/2007)	Black Square Pants, LLC	Pending
United States	THE VIPER ROOM	(77/325045)	(11/08/2007)	Black Square Pants, LLC	Pending
United States		(77/325058)	(11/08/2007)	Black Square Pants, LLC	Pending
Japan	VIPER ROOM	4355681	1/28/2000	Trouser Trumpet, Inc.	Registered
Japan		4327256	10/22/1999	Trouser Trumpet, Inc.	Registered
Japan	THE VIPER ROOM	4264388	4/23/1999	Trouser Trumpet, Inc.	Registered

III. Domain Names

VIPERROOM.COM

Registrant:

The Viper Room
8852 Sunset Blvd W Hollywood,
CA 90069 US

Administrative Contact , Technical Contact :

Feinstein, Darin
redcircle@aol.com
8852 Sunset Bl Los Angeles, CA 90069
US Phone: 310-358-1881