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

Formerly	Execution Date	Entity Type
	105/27/2008 I	LIMITED LIABILITY COMPANY: OHIO
		05/27/2008

RECEIVING PARTY DATA

Name:	CDG Acquisition LLC	
Street Address:	29500 Aurora Road	
Internal Address:	Suite 10	
City:	Solon	
State/Country:	ОНЮ	
Postal Code:	44139	
Entity Type:	LIMITED LIABILITY COMPANY: OHIO	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76073858	THE CLADDAGH IRISH PUB
Registration Number:	2564487	THE CLADDAGH IRISH PUB
Registration Number:	2589355	THE CLADDAGH IRISH PUB

CORRESPONDENCE DATA

Fax Number: (513)381-0205

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-381-2838

Email: bayliss@taftlaw.com

Correspondent Name: Linda D. Bayliss, paralegal

Address Line 1: 425 Walnut Street

Address Line 2: Suite 1800

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Linda D. Bayliss

TRADEMARK REEL: 003787 FRAME: 0152

900107894

76073

00 06\$ I

5¥ ∃C=

Signature:	/Linda D. Bayliss, paralegal/	
Date:	06/02/2008	
Total Attachments: 7		
source=w1282794#page1.tif		
source=w1282794#page2.tif source=w1282794#page3.tif		
source=w1282794#page4.tif		
source=w1282794#page5.tif		
source=w1282794#page6.tif		
source=w1282794#page7.tif		

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), dated as of May **27**, 2008, is made and entered into by and among Claddagh Development Group, LLC, an Ohio limited liability company, and its affiliates, set forth on **Schedule 1**, attached hereto, jointly and severally (individually each an "Assignor" and collectively "Assignors"), and CDG Acquisition LLC, an Ohio limited liability company ("Assignee").

RECITALS

Assignors are the owners of certain intellectual property, including, without limitation, service marks, service mark applications, service names, trademarks, trademark applications, trade names, trade dress, trade secrets, copyrights, copyright applications, and copyright registrations (collectively, the "Property"), that Assignors desire to transfer to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment.

- 1.1 General. Each Assignor assigns, conveys, and transfers unto Assignee such Assignor's entire worldwide right, title, and interest in and to the Property.
 - 1.2 <u>Trademarks</u>. Without limiting the generality of Section 1.1,
- (a) Each Assignor assigns, conveys, and transfers unto Assignee such Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names included in the Property, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Property, all renewals and extensions of any of the foregoing, the right to recover for past infringement of any of the foregoing, the entire goodwill of the business associated with which is symbolized by the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior breach thereof). The foregoing includes, without limitation, the names "Claddagh", "Claddagh Irish Pub" and "Claddagh Irish Pubs" and any and all derivatives of or marks related thereto and specifically The Claddagh Irish Pub (words and design), application number 76073858; The Claddagh Irish Pub (words), registration number 2,564,487; and The Claddagh Irish Pub (words and design), registration number 2,589,355.
- (b) Each Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

(W1246597.3)

- 1.3 Copyrights. Without limiting the generality of Section 1.1,
- (a) Each Assignor assigns, conveys, and transfers unto Assignee such Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the copyrights included in the Property, all unregistered copyrights included in the Property, all rights to recover for past infringement of such copyrights, and all licenses related to any of the foregoing, including the right to recover for any prior breach thereof.
- (b) Each Assignor hereby authorizes the United States Copyright Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such copyrights and copyright applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, relating thereto.

Further Assurances.

Each Assignor and Assignee agree to execute such additional documents and to perform such additional tasks as are necessary, in Assignee's discretion, to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of such Assignor's rights in the Property in the countries in which such Property is protected.

3. Counterparts; Facsimile.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution an delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes.

(SIGNATURE PAGE FOLLOWS)

(W1246597.3)

2

SCHEDULE I

ASSIGNORS

CLADDAGH DEVELOPMENT GROUP, LLC

CLADDAGH PUBS AT THE PRECEDENT, LLC A/K/A CLADDAGH PUBS OF THE PRECEDENT, LLC

CLADDAGH PUBS OF SOUTH SIDE WORKS, LLC

CLADDAGH PUBS OF FRANKLIN PARK, LLC

CLADDAGH PUBS OF WESTLAKE, LLC

CLADDAGH PUBS OF PLAINFIELD, LLC

CLADDAGH PUBS OF ALGONQUIN, LLC

CLADDAGH PUBS OF COLLEGE PARK, LLC

CLADDAGH PUBS OF DEERFIELD, LLC

CLADDAGH PUBS OF MADISON, LLC

CLADDAGH PUBS OF LYNDHURST, LLC

CLADDAGH PUBS OF GENEVA, LLC

CLADDAGH PUBS OF POLARIS, LLC

CLADDAGH PUBS OF ARBOR LAKES, LLC

CLADDAGH PUBS OF EASTWOOD, LLC

CLADDAGH PUBS OF INDIANAPOLIS, LLC

CLADDAGH PUBS OF NEWPORT, LLC

CLADDAGH PUBS, LLC

CLADDAGH REAL ESTATE COMPANY OF SOLON, LLC

CLADDAGH PRECEDENT REAL ESTATE COMPANY, LLC

CLADDAGH PUBS AT THE WOODLANDS, LLC

{W0133440.1}

7

IN WITNESS WHEREOF, this Assignment has been duly and validly executed by Assignors and Assignee effective as of the date first written above.

ASSIGNEE:

CDG ACQUISITION LLC

By: Mall Ext Name: Meeur Dane

ASSIGNORS:

CLADDAGH DEVELOPMENT GROUP, LLC

CLADDAGH PUBS AT THE PRECEDENT, LLC A/K/A CLADDAGH PUBS OF THE PRECEDENT, LLC

By: X Richard Nelson, Esq. Chapter 11 Trustee

CLADDAGH PUBS OF SOUTH SIDE WORKS, LLC

Richard Nelson, Esq. Chapter 11 Trustee

CLADDAGH PUBS OF FRANKLIN PARK, LLC

Richard Nelson, Esq.

Chapter 11 Trustee

(W0133440.1)

CLADDAGH PUBS OF WESTLAKE, LLC

Richard Nelson, Esq. Chapter 11 Trustee

CLADDAGH PUBS OF PLAINFIELD, LLC

Richard Nelson, Esq. Chapter 11 Trustee

CLADDAGH PUBS OF ALGONOUIN, LLC

Richard Nelson, Esq. Chapter 11 Trustee

CLADDAGH PUBS OF COLLEGE PARK, LLC

Richard Nelson, Esq. Chapter 11 Trustee

CLADDAGH PUBS OF DEERFIELD, LLC

Richard Nelson, Esq. Chapter 11 Trustce

CLADDAGH PUBS OF MADISON, LLC

Richard Nelson, Esq. Chapter 11 Trustee

CLADDAGH PUBS OF LYNDHURST, LLC

Richard Nelson, Esq.

Chapter 11 Trustee

{W1246597.3}

CLADDAGH PUBS OF GENEVA, LLC
By: Xellas 2 Welsy
Richard Nelson, Esq.
Chapter 11 Trustee
CLADDAGH PUBS OF POLARIS, LLC
By: Kehrel Welley
Richard Nelson, Esq.
Chapter 11 Trustee
CLADDAGH PUBS, OF ARBOR LAKES, LLC
CLAUDAGH POBS, OF AMBORLANIS, LDC
By: Kalach & Welsel
Richard Nelson, Esq.
Chapter 11 Trustee
CLADDAGH PUBS OF FASTWOOD, LLC
By: Jeneya Jeney
Richard Nelson, Esq.
Chapter 11 Trustee CLADDAGH PUBS OF INDIANAPOLIS, LLC
CLADONOM I OBB OLINAMIA OBIO, 022
By: Kelley & Miles
Richard Nelson, Esq.
Chapter 11 Trustee
•
CLADDAGH PUBS OF NEWPORT, LLC
11/10/11
By Perland / //ww/
Richard Nelson, Esq.
Chapter 11 Trustee

(W0133440.1)

5

By: Richard Nelson, Esq.

Chapter 11 Trustee

CLADDAGH PUBS, LLC

CLADDAGH REAL ESTATE COMPANY

OF SOLON, LLC

By: Richard Nelson, Esq.

Chapter 11 Trustee

CLADDAGH PRECEDENT REAL ESTATE

COMPANY, LLC

Richard Nelson, Esq.

Richard Neison, Esq Chapter 11 Trustee

CLADDAGH PUBS AT TME.WOODLANDS, LLC

Richard Kelson, Esq.

Chapter 11 Trustee

[W1246597.3]

RECORDED: 06/02/2008

6