

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Estate of Hillel Kristal		05/16/2008	ESTATE: UNITED STATES

RECEIVING PARTY DATA	
Name:	CBGB Holdings, LLC
Street Address:	30 West 63rd Street
Internal Address:	Suite 20T
City:	New York
State/Country:	NEW YORK
Postal Code:	10023
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	3273880	CBGB
Registration Number:	3397804	CBGB
Registration Number:	1532062	CBGB
Registration Number:	1320078	CBGB & OMFUG
Registration Number:	1319164	CBGB
Serial Number:	77318617	CBGB 315 BOWERY

CORRESPONDENCE DATA	
Fax Number:	(617)856-8201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-856-8145
Email:	ip@brownrudnick.com
Correspondent Name:	Mark S. Leonardo
Address Line 1:	One Financial Center
Address Line 2:	Brown Rudnick LLP
Address Line 4:	Boston, MASSACHUSETTS 02111

CH \$165.00 3273880

ATTORNEY DOCKET NUMBER:	26875/1
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	07/28/2008

Total Attachments: 7

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (“Assignment”) effective the 21ST day of May, 2008, made by Lisa Kristal Burgman and Brett Green, as co-executors of the Estate of Hillel Kristal, deceased (the “Assignor”), and not in their individual capacities, and CBGB Holdings, LLC (the “Assignee”).

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of May 12, 2008 (the “Agreement”), under which Assignor has agreed to sell, and Assignee has agreed to purchase certain Purchased Assets (as defined in the Agreement), which Purchased Assets relate to the CBGB Business (as defined in the Agreement); and

WHEREAS, included among the assets to be purchased by Assignee from the Assignor under the Agreement are those worldwide (whether registered or unregistered) trademarks, trade names, trade dress, service marks, logos, names, slogans, characters, symbols and designs associated with the CBGB Business and Purchased Assets, and any and all goodwill symbolized by and associated with the Marks (as defined below), registrations and applications for registration of the foregoing including, without limitation, foreign counterparts, and all rights of whatever form whatsoever in and to any internet addresses and domain names used by Assignor in connection with the CBGB Business and Purchased Assets, including, but not limited to those listed on Exhibit A attached hereto (collectively the “Marks”); and

WHEREAS, Assignee is on this date purchasing the Purchased Assets and CBGB Business from Assignor subject to and in accordance with the terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Definitions. All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

2. Assignment.

Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Marks, including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill;
- (b) the right to secure registrations therein in Assignee’s own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and

- (c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

3. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in paragraph 2 hereof, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Marks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Marks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

4. Further Assurances. Upon the request of Assignee or in case for any reason the Power of Attorney set forth in paragraph 3 hereof is insufficient to effect the assignment set forth in paragraph 2 hereof or effect any other purpose set forth in paragraph 3 hereof, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in paragraph 2 hereof and the purposes set forth in paragraph 3 hereof.

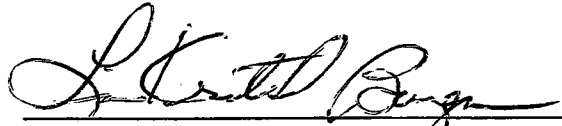
5. Conflicts. This Assignment is subject to the terms and provisions of the Agreement and in the event of a conflict between this Assignment and the Agreement, the terms of the Agreement shall control.

6. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

7. GOVERNING LAW. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as a sealed instrument as of the date first stated above by its officer thereunto duly authorized.



LISA KRISTAL BURGMAN, as Co-Executor
of the Estate of Hillel Kristal, Deceased

STATE OF NEW YORK
COUNTY OF:

In said County and State, before me this 16 day of May 2008, personally appeared LISA KRISTAL BURGMAN, as Co-Executor of the Estate of HILLEL KRISTAL, deceased, known to me to be the person whose name is subscribed to the foregoing Trademark Assignment and he/she acknowledged that he/she executed the same as Co-Executor of the Estate of HILLEL KRISTAL, deceased, and as a free act and deed for the purposes therein contained.

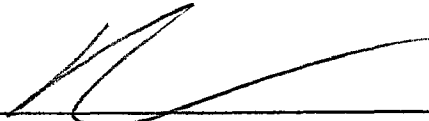


Notary Public

My commission expires: 5/2010

RICHARD H. LANGSAM
Notary Public, State of New York
No. 31-4708012
Qualified in New York County
Commission Expires February 28, 2010


IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as a sealed instrument as of the date first stated above by its officer thereunto duly authorized.



BRETT GREEN, as Co-Executor of
the Estate of Hillel Kristal, Deceased

STATE OF NEW YORK
COUNTY OF:

In said County and State, before me this 16 day of May 2008, personally appeared BRETT GREEN, as Co-Executor of the Estate of HILLEL KRISTAL, deceased, known to me to be the person whose name is subscribed to the foregoing Trademark Assignment and he/she acknowledged that he/she executed the same as Co-Executor of the Estate of HILLEL KRISTAL, deceased, and as a free act and deed for the purposes therein contained.



Notary Public
My commission expires: 2010

RICHARD H. LANGSAM
Notary Public, State of New York
No. 31-4708012
Qualified in New York County
Commission Expires February 28, 2010

Acknowledged and Agreed to by:

CBGB Holdings, LLC

A handwritten signature in cursive script, appearing to read "James Blueweiss", written over a horizontal line.

By: James Blueweiss
Title: President

Exhibit A to Trademark Assignment***US Federal Trademarks***

Trademark (Type)	Reg./App. No.
CBGB	3273880
CBGB	3397804
CBGB ¹	1532062
CBGB & OMFUG	1320078
CBGB	1319164
CBGB 315 Bowery	77/318617

Foreign Trademarks

Trademark (Type)	Reg./App. No.
CBGB & OMFUG HOME OF UNDERGROUND ROCK (Europe: UK, France, Germany, Italy, Spain, Denmark, Netherlands, Portugal, Finland, Sweden, Estonia, Lithuania, Latvia, Hungary, Czech Republic, Polish, Slovakia, Malta)	3853561
CBGB ² (Europe)	4490033
CBGB (Europe)	4490066 (Currently under opposition by <u>BCBG Max Azria</u>)
CBGB (UK)	1392484
CBGB (UK)	1392485
CBGB (Japan)	2298228
CBGB	4541288

¹ Renewal Notice for this mark was recently received by Seller. Seller will not prepare renewal application prior to Closing.

² An opposition to this mark was filed by BCBG Max Azria; The EU rejected this opposition; BCBG Max Azria has filed an appeal from such rejection.

(Japan)	
CBGB	541931
(Australia)	
CBGB	1867024
(Argentina)	
CBGB	823109542
(Brazil)	
CBGB	Pending
(Brazil)	
CBGB	899751
(Mexico)	
CBGB	899752
(Mexico)	
CBGB	4500185810000
(South Korea)	
CBGB	Pending
(China)	

Domain Names

CBGB.COM CBGB.NET CBGB.ORG OFFICIALSHOPCBGB.COM	SHOPCBGB.COM SHOPCBGBONLINE.COM SHOPCBGBSITE.COM CBGB.BIZ	CBGB.TV CBGBHOME.COM CBGBLIVE.COM CBGBONLINE.COM	CBGBSITE.COM CBGBWEB.COM OFFICIALCBGB.COM
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