

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Tavern on the Green Limited Partnership		09/16/2008	LIMITED PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	317 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73182614	TAVERN ON THE GREEN	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-408-3121 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	725707		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$40.00 73182614

Date:

09/17/2008

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Tavern on the Green Limited Partnership

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) NY Limited Partnership

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TD Bank, N.A.

Internal Address: _____

Street Address: 317 Madison Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 16, 2008

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

73182614

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Patricia M. Del Rio

Internal Address: Emmet Marvin & Martin LLP

Street Address: 120 Broadway

City: New York

State: New York Zip: 10271

Phone Number: 212-238-3214

Fax Number: 212-238-3100

Email Address: pdelrio@empmstmarvin.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

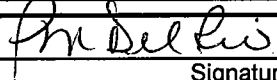
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

09/17/2008

Date

Patricia M. Del Rio

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST (TRADEMARK)

The undersigned, THE TAVERN ON THE GREEN LIMITED PARTNERSHIP, a New York limited partnership (the "**Grantor**"), and TD BANK, N.A. (the "**Lender**"), are parties to an Amended and Restated Loan and Security Agreement, dated as of September 16, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

Pursuant to the Loan Agreement, the Grantor granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in and to the trademark listed on Schedule 1, which trademark is registered in the United States Patent and Trademark Office (the "**Trademark**"), together with the goodwill of the business symbolized by the Trademark, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Loan Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor hereby grants to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Loan Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. To the extent any provision of this Grant of Security Interest conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Upon the Grantor's satisfaction of its Obligations, the Lender shall, at the Grantor's sole cost and expense, promptly execute, deliver and/or file any and all releases reasonably requested by the Grantor as may be necessary to release the security interests created by the Loan Agreement.

The Lender's address is: 317 Madison Avenue, New York, New York.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the date first above written.

**THE TAVERN ON THE GREEN
LIMITED PARTNERSHIP**

By: LEROY ADVENTURES, INC.,
General Partner

By: 
Michael Desiderio, President

**Schedule 1
to
Grant of Security Interest (Trademark)
Dated as of September 16, 2008**

Trademark Registration

Trademark	Registration No/Serial No.	Registration Date/Filed Date
TAVERN ON THE GREEN	73182614	08/18/1978