

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ID Holdings, Inc.		12/30/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Indoor Direct, LLC
<b>Street Address:</b>	12404 Park Central Drive
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75251
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4036826	ENTERTAINING AMERICA WHILE THEY EAT
Registration Number:	3600831	INDOOR DIRECT
Registration Number:	3515931	INDOORDIRECT
Registration Number:	3649446	INDOORDIRECT
Registration Number:	3860463	THE BITE
Registration Number:	3581578	THE BITE NETWORK
Registration Number:	4007716	THE RESTAURANT ENTERTAINMENT NETWORK
Registration Number:	3921329	THE RESTAURANT TELEVISION NETWORK

**CORRESPONDENCE DATA**

Fax Number: 2485940610  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 248-594-0644  
 Email: tmdocketing@raderfishman.com  
 Correspondent Name: Michelle L. Visser

CH \$215.00 4036826

Address Line 1: 39533 Woodward Avenue, Suite 140  
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	67070-0173
NAME OF SUBMITTER:	Michelle L. Visser
Signature:	/Michelle L. Visser/
Date:	03/12/2013

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective as of December 30, 2011, by and among by and among Indoor Direct, LLC, a Delaware limited liability company ("Grantee"), and ID Holdings, Inc. (formerly Indoor Direct, Inc.), a Delaware corporation ("Grantor"). All capitalized terms herein shall have the same meaning as prescribed to them in the Contribution Agreement (defined below).

RECITALS:

- A. Grantor is the owner of the trademarks related to the Business, including without limitation the United States trademark registrations listed on Schedule A hereto, the Canadian trademarks pending registration listed on Schedule B hereto (collectively, the "Trademarks") and the copyrights listed on Schedule C (the "Copyrights" and, together with the Trademarks, the "Registered IP").
- B. Grantor and Grantee entered into a Contribution Agreement of even date hereof (the "Contribution Agreement").
- C. Pursuant to the Contribution Agreement, Grantor has contributed, assigned, transferred, conveyed and delivered the Registered IP to Grantee.
- D. This Assignment is executed and delivered pursuant to the Contribution Agreement.

In consideration of the premises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment. Grantor hereby assigns, transfers and conveys to Grantee all of Grantor's right, title and interest in and to the Registered IP, in the United States, Canada and elsewhere, including the right to sue for past infringement, together with the goodwill of the business symbolized by the Registered IP.

2. Additional Rights and Obligations of the Parties. Grantor and Grantee hereby agree and acknowledge that additional rights and obligations of the parties are expressly provided for in the Contribution Agreement, and that the execution and delivery of this Assignment shall not impair or diminish any of the rights or obligations of any of the parties to the Contribution Agreement, as set forth therein. The terms of the Contribution Agreement, including but not limited to Grantor's representations, warranties, covenants, agreements and indemnities relating to the Contributed Assets, are incorporated herein by reference. Grantor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

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

4. Descriptive Headings. The descriptive headings of this Assignment are for convenience of reference only and shall not be deemed to affect the meaning or construction of any provisions hereof.

5. Governing Law. This Assignment shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws rules that would refer the matter to the laws of another jurisdiction.

6. Successors and Assigns. This Assignment, and all the terms and provisions hereof, shall inure to the benefit of, and be binding upon, the assigns, successors, heirs, executors and administrators of the parties hereto.

7. Reformation; Severability. In case any provision of this Assignment shall be invalid, illegal or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If such provision is not capable of reformation, it shall be severed from this Assignment and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. Further Actions. The parties agree, on behalf of themselves and their respective successors and assigns, to execute and deliver, or cause to be executed and delivered, and to do or make or cause to be done or made all further instruments, supplemental, confirmatory or otherwise, as may be required by the other in order to effectuate the foregoing.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

GRANTOR:

GRANTEE:

ID HOLDINGS, INC.

INDOOR DIRECT, LLC

By: Charles Rutman  
Name: Charles Rutman  
Title: CEO

By: Charles Rutman  
Name: Charles Rutman  
Title: CEO

Address:  
12404 Park Central Drive  
Dallas, Texas 75251

Address:  
12404 Park Central Drive  
Dallas, Texas 75251

SCHEDULE A

United States Trademark Registrations

Trademark	Serial No.	Date Filed	Registration No.	Date Registered
ENTERTAINING AMERICA WHILE THEY EAT	77/949572	March 3, 2010	4036826	October 11, 2011
INDOOR DIRECT	77/094307	January 30, 2007	3600831	April 7, 2009
INDOORDIRECT	77/421747	March 14, 2008	3515931	October 14, 2008
INDOORDIRECT	77/421746	March 14, 2008	3649446	July 7, 2009
THE BITE	77/951240	March 5, 2010	3860463	October 12, 2010
THE BITE NETWORK	77/462138	April 30, 2008	3581578	February 24, 2009
THE RESTAURANT ENTERTAINMENT NETWORK	77/949568	March 3, 2010	4007716	August 2, 2011
THE RESTAURANT TELEVISION NETWORK	77/951238	March 5, 2010	3921329	February 15, 2011