

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
Club Rich's, LLC		06/27/2012	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	2401 San Jacinto Holdings, LLC		
Street Address:	3903 Drake St		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77005		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85492753	RICH'S	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-366-9871		
Email:	nassimj@att.net		
Correspondent Name:	Nassim Joseph Jr		
Address Line 1:	3903 Drake St		
Address Line 4:	Houston, TEXAS 77005		
NAME OF SUBMITTER:	2401 San Jacinto Holdings LLC		
Signature:	/Nassim Joseph Jr/		
Date:	08/08/2012		
Total Attachments: 2 source=Assignment of Trademark0001#page1.tif source=Assignment of Trademark0001#page2.tif			

OP \$40.00 85492753

BILL OF SALE AND ASSIGNMENT
TRADEMARK

THAT this BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made from CLUB RICH'S LLC, a Texas limited liability company, and JUSTIN Z. TRUESDELL ("Assignor") to 2401 SAN JACINTO HOLDINGS, LLC, a Texas limited liability company, ("Assignee").

RECITALS

1. Concurrently with the execution and delivery of this Bill of Sale, Assignor and Assignee are entering into a Settlement Agreement regarding the Lease and other agreements regarding the property located at 2401 San Jacinto, Houston, Texas and commonly known as Club Rich's, (the "**Premises**"), wherein Assignee is Landlord and Assignor is the Tenant.

2. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain the Assigned Properties (as hereafter defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, and the terms and conditions in the said Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, and DELIVER to Assignee and Assignee accepts on the terms herein the following: (collectively, "**Assigned Properties**"):

(a) All of Assignor's all its right, title and interest in and to the name, mark, or trade name or trademark "RICH'S" or any derivative thereof, all without recourse on and any warranty of title from Assignor and all goodwill associated with such mark. Assignor also assigns to Assignee the application and all rights thereunder which Assignor filed with the United States Patent and Trademark Office to which said office assigned serial number 85492753, including, without limitation, the right register, the right to renew registration and to right to license use.

EXECUTED to be effective as of the 27 day of June, 2012.

ASSIGNOR:

CLUB RICH'S LLC

By: [Signature]
JUSTIN Z. TRUESDELL, MANAGER

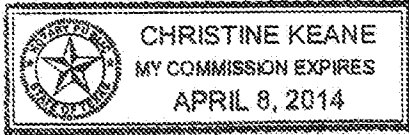
This instrument was acknowledged before me on the 27th day of June, 2012, by Justin Z. Truesdell, Manager of Club Rich's, LLC, a TEXAS limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Texas

[Signature]
JUSTIN Z. TRUESDELL

This instrument was acknowledged before me on the 27th day of June, 2012, by Justin Z. Truesdell.



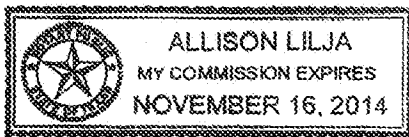
[Signature]
Notary Public, State of Texas

ASSIGNEE:

2401 SAN JACINTO HOLDINGS, LLC

By: [Signature]
NASSIM JOSEPH, JR., MANAGER

This instrument was acknowledged before me on the 25th day of June, 2012, by Nassim Joseph, Jr., Manager of 2401 San Jacinto Holdings, LLC, a TEXAS limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Texas