

ASSIGNMENT OF TRADEMARK CO-EXISTENCE AGREEMENT

This Assignment of Trademark Co-Existence Agreement (“Assignment”), effective upon execution by all parties (the “Effective Date”), is entered into by and between Crazy Horse Too A Gentlemen’s Club (“Assignor”), a Nevada limited liability company having an address at 11500 E. 8 Mile Road, Detroit, Michigan 48205, and Russell Road Food and Beverage, LLC (“Assignee”), a Nevada limited liability company having its principal place of business at 3550 West Quail Avenue, Las Vegas, Nevada 89118 (Assignor and Assignee are collectively referred to as the “Parties”).

RECITALS

WHEREAS, on September 16, 2009, Assignor entered into a Trademark Co-Existence Agreement with Carl J. Reid in consideration for settling and dismissing Trademark Trial and Appeal Board Cancellation Nos. 92051211 and 92051225 in which Assignor sought to cancel Carl J. Reid’s U.S. Trademark Registration Nos. 3,044,028 for the CRAZY HORSE trademark and 3,055,283 for the PURE GOLD’S CRAZY HORSE trademark;

WHEREAS, Assignor wishes to assign all its rights, title, and interest in and to the Trademark Co-Existence Agreement to Assignee;

WHEREAS, Assignee wishes to receive all of Assignor’s rights, title, and interest in and to the Trademark Co-Existence Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. ASSIGNMENT OF RIGHTS

Assignor and Assignee hereby agree that Assignor shall assign all of his rights, title, and interest in and to the Trademark Co-Existence Agreement attached hereto as Exhibit 1.

2. NO DELEGATION OF OBLIGATIONS

Assignor and Assignee hereby agree that Assignor is not delegating any obligations, responsibilities, or duties in and to the Trademark Co-Existence Agreement. Any such obligations, responsibilities, or duties shall remain with Assignor. However, if a court of competent jurisdiction determines that Assignor’s obligations, responsibilities, or duties in and to the Trademark Co-Existence Agreement must also be assigned to Assignee in order for this Assignment to be valid and enforceable, then Assignor and Assignee agree that Assignor’s obligations, responsibilities, and duties in and to the Trademark Co-Existence Agreement shall be deemed assigned to Assignee.

Aug. 16. 2012 2:38PM SPIRITECH

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3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants that (1) it has the authority to enter into this Assignment; and (2) it has not assigned, conveyed, or transferred to any person or entity, any rights, claims, or remedies being transferred in this Assignment.

4. MODIFICATION

This Assignment may not be altered or amended except by a writing signed by all of the Parties to this Assignment expressly stating that such modification is intended.

5. GOVERNING LAW

This Assignment shall be construed under the laws of the State of Nevada and the United States of America without resort to its choice of law provisions.

6. COUNTERPARTS

This Agreement may be executed in two or more counterparts, which together shall constitute one and the same instrument. A notarized signature transmitted by facsimile or in PDF or other format by email shall in all respects be deemed to be equivalent to an original signature.


JOHN SALVADOR on behalf of CRAZY HORSE TOO A GENTLEMEN'S CLUB

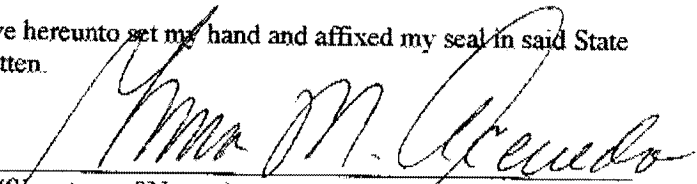
Date: 8-16-12

STATE OF Michigan)
COUNTY OF Macomb) ss.

On this 16 day of August 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared JOHN SALVADOR, a _____ of _____, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal


(Signature of Notary)

My Commission Expires: 9-7-2012

GINA M. ACEVEDO
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 7, 2012
ACTING IN COUNTY OF Macomb

RUSSELL ROAD FOOD AND BEVERAGE, LLC

By: *Mark Sisti*
Name: *Alvaro Sostino*
Title: *M.M.*
Date: *8/23/12*

STATE OF *Nevada*)
)
COUNTY OF *Clark*)ss.
)

On this *23* day of *August* 20 , before me, the subscriber, a Notary Public in and for said State and County, personally appeared *Alvaro Sostino*, a _____ of _____, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Mela Moreno
(Signature of Notary)
My Commission Expires: *8/23/13*

EXHIBIT 1

TRADEMARK CO-EXISTENCE AGREEMENT

This Trademark Co-Existence Agreement ("Agreement"), effective upon execution by both parties ("Effective Date"), is entered into by and between Crazy Horse Too A Gentlemen's Club ("Crazy Horse Too"), a corporation organized and existing under the laws of Nevada, having its principal place of business at 11500 E. 8 Mile Road, Detroit, Michigan 48205, and Carl J. Reid ("Mr. Reid"), an individual whose business address is 39 Birch Lane, Myrtle Beach, South Carolina 29572.

RECITALS

WHEREAS, Crazy Horse Too filed U.S. Application Serial No. 77/280,405 for CRAZY HORSE TOO GENTLEMEN'S CLUB in connection with "Night clubs; Entertainment in the nature of dance performances";

WHEREAS the Examining Attorney assigned to Crazy Horse Too's U.S. Application Serial No. 77/280,405 issued a refusal based on Mr. Reid's U.S. Registration Nos. 3,044,028 for CRAZY HORSE and 3,055,283 for PURE GOLD'S CRAZY HORSE;

WHEREAS, Crazy Horse Too filed TTAB Cancellation Nos. 92051225 against Mr. Reid's U.S. Registration No. 3,044,028 for CRAZY HORSE and 92051211 against Mr. Reid's U.S. Registration No. 3,055,283 for PURE GOLD'S CRAZY HORSE;

WHEREAS, Crazy Horse Too and Mr. Reid wish to resolve their differences on mutually agreeable terms.

NOW, THEREFORE, in consideration of the promises and covenants contained below, the parties agree as follows:

TERMS

1. Mr. Reid consents to Crazy Horse Too's use and registration of the CRAZY HORSE TOO GENTLEMEN'S CLUB mark in standard characters, the design mark as depicted in U.S. Application Serial No. 77/280,405, and any mark that includes the phrase CRAZY HORSE provided the mark does not contain the phrase PURE GOLD'S, the terms PURE or GOLD'S, or any phrase or term confusingly similar to PURE GOLD'S. Mr. Reid further agrees not to oppose, petition to cancel, or otherwise interfere with Crazy Horse Too's use and registration of such marks.

2. Mr. Reid agrees to provide his written consent to Crazy Horse Too's use and registration of the marks specified in Paragraph 1 above, including, but not limited to, the design mark depicted in U.S. Application Serial No. 77/280,405. Mr. Reid further agrees to execute and deliver any and all documents necessary to assist Crazy Horse Too in achieving registration of the marks specified in Paragraph 1 above, including, but not limited to, the design mark depicted in U.S. Application Serial No. 77/280,405. Mr. Reid agrees that Crazy Horse Too may provide the Patent and Trademark Office with a copy of this agreement as evidence of Mr. Reid's consent to Crazy Horse Too's registration of the marks specified in Paragraph 1 above, including, but not limited to, the design mark depicted in U.S. Application Serial No. 77/280,405.

3. Crazy Horse Too consents to Mr. Reid's use and registration of CRAZY HORSE and PURE GOLD'S CRAZY HORSE. Crazy Horse Too further agrees not to oppose, petition to cancel, or otherwise interfere with Mr. Reid's use and registration of CRAZY HORSE and

PURE GOLD'S CRAZY HORSE, provided the Patent and Trademark Office withdraws its refusal to register Crazy Horse Too's U.S. Application Serial No. 77/280,405 based on Mr. Reid's U.S. Registration Nos. 3,044,028 for CRAZY HORSE and 3,055,283 for PURE GOLD'S CRAZY HORSE and provided that Mr. Reid is otherwise in compliance with this Agreement.

4. The parties agree to cooperate and to take such reasonable steps as may be mutually agreeable for the purpose of avoiding any likelihood of confusion. Should the parties become aware of any actual confusion among the purchasing public, they shall cooperate and take reasonable measures to prevent further confusion.

5. Within 15 days of the Effective Date of this Agreement, Crazy Horse Too will withdraw its Petitions for Cancellation in Cancellation Nos. 92051225 and 92051211 without prejudice.

6. This Agreement is expressly applicable to, and governs the rights and obligations of, the parties in the United States. This Agreement is expressly not applicable to, and does not govern the rights and obligations of, the parties outside the United States.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns and licensees, and any corporation which owns or controls or is owned or controlled by any party or with which any party has common ownership or control.

8. This Agreement does not create a joint venture or partnership or other relationship between the parties hereto.


9. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede any previous communications, representations, or agreements, either verbal or written, between the parties hereto. This Agreement may not be modified except by written instrument duly executed by both parties.

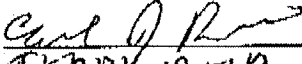
10. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and both of which together shall constitute one instrument.

IN WITNESS THEREOF, an authorized representative of each party has signed and executed this Agreement.

Crazy Horse Too A Gentlemen's Club

Carl J. Reid

By: 
Name: JOHN J. SALVADOR
Title: PRESIDENT
Date: 9-16-09

By: 
Name: CARL J. REID
Title: PART OWNER
Date: 8-23-09