

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
Cameron Mitchell Restaurants, LLC		02/19/2008	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Ruth's Chris Steak House, Inc.		
Street Address:	500 International Parkway, Suite 100		
City:	Heathrow		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77038135	MITCHELL'S OCEAN CLUB	
CORRESPONDENCE DATA			
Fax Number:	(985)629-0778		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	985 629-0777		
Email:	estubbe@hardycarey.com		
Correspondent Name:	Elise M. Stubbe		
Address Line 1:	1080 West Causeway Approach		
Address Line 4:	Mandeville, LOUISIANA 70471		
NAME OF SUBMITTER:	Elise M. Stubbe, Counsel for RCSH		
Signature:	/Elise M. Stubbe/		
Date:	02/27/2008		

Total Attachments: 3

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**TRADEMARK
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**SERVICE MARK ASSIGNMENT
"MITCHELL'S OCEAN CLUB"**

WHEREAS, Cameron Mitchell Restaurants, LLC, an Ohio limited liability company, with its principal place of business at 515 Park Street, Columbus, Ohio 43215 ("Assignor"), has adopted, owns, used, and is using the mark "MITCHELL'S OCEAN CLUB" (the "Mark") in association with providing restaurant services at the restaurant located at 4002 Easton Station, Columbus, Ohio, 43219, and has filed an application to register the same at the U.S. Patent & Trademark Office (Serial No. 77/038135) in Class 43 for restaurant services (the "Application"); and

WHEREAS, Ruth's Chris Steak House, Inc., a Delaware corporation, with its principal place of business at 500 International Parkway, Suite 100, Heathrow, Florida, 32746 ("Assignee") has acquired certain assets from Assignor in an agreement dated November 6, 2007 and desires to acquire the Mark and all of its associated goodwill; and

WHEREAS, Assignor makes the following representations and warranties to Assignee regarding the Mark "MITCHELL'S OCEAN CLUB":

- 1) Assignor is the owner of the Mark and possess all right, title and interest to the Mark free and clear of any license, mortgage, pledge, lien, encumbrance, charge or other security interest of any kind or nature, or other restriction of any kind or nature;
- 2) Assignor has taken all commercially reasonable action to maintain and protect this Mark;
- 3) Except to the extent the ownership of the mark is not otherwise limited by the U.S. Patent & Trademark Office's initial refusal to register the Mark on the basis of Section 2(d) of the Lanham Act (15 U.S.C. §1052(d)) and subject to the actual knowledge of Assignor after reasonable investigation, Assignor has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with the rights of third parties in connection with Assignor's use of this Mark; and Assignor has not received any charge, complaint, claim, opposition, demand or notice alleging any such interference, infringement, misappropriation or violation (including any claim that Assignor must license or refrain from using the Mark) arising out of its use of the Mark .
- 4) To the actual knowledge of Assignor after reasonable investigation, no third party has interfered with, infringed upon, misappropriated, diluted, tarnished, or otherwise come into conflict with any rights of Assignor with respect to this Mark.
- 5) The Mark is not subject to any outstanding injunction, judgment, order, decree, ruling or charge;
- 6) No action, suit, proceeding, hearing, investigation, charge, complaint, claim, opposition, or demand is pending or, to the actual knowledge of Assignor after reasonable investigation, is threatened which challenges the legality, validity, enforceability, use or ownership of the Mark

- 7) Assignor has never agreed to indemnify anyone, juridical or natural, for or against any interference, infringement, misappropriation, or other conflict with respect to the Mark;
- 8) The Mark cannot be considered to be abandoned as that term is defined in 15 U.S.C. § 1127, specifically Assignor has not discontinued use of the Mark with intent not to resume such use; and

WHEREAS, Assignor also owns the domain name, www.mitchellsocianclub.com (the "Domain Name") which Assignee wishes to acquire.

NOW, THEREFORE, conditioned upon and including the terms set forth above, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and Assignee accepts, all right, title, and interest in and to the Mark, together with all of the goodwill of the business symbolized by the Mark, the Application and the Domain Name.

Assignee
Ruth's Chris Steak House, Inc.

Assignor
Cameron Mitchell Restaurants, LLC

By: *Craig Miller*
Craig Miller, President
SVP/GC

By: CMR Management, Inc.
Its: Manager

By: *M. Cameron Mitchell*
M. Cameron Mitchell, President

Dated: Feb 19, 2008

Acknowledgement

On this 12th day of February, 2008, before me personally appeared ~~the persons~~ who signed this instrument and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified juristic entity with authority to do so).

M. Cameron Mitchell
President, CMR Management, Inc.

Tracy M. Neville
Notary Public

TRACY M. NEVILLE
Notary Public, State of Ohio
My Commission Expires 08.21.2012

See next page
for Ruth's Chris
Notary

Acknowledgement

On this 14th day of February, 2008, before me personally appeared the persons who signed this instrument and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified juristic entity with authority to do so).



Shamira M. Bartley
Commission # DD566885 Notary Public
Expires July 7, 2010
Bonded Troy Fair - Insurance, Inc. 800-385-7016