

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
Happy Valley Corporation		08/19/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Flat Out Crazy, LLC		
Street Address:	312 Walnut Street		
Internal Address:	Suite 1151		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2046499	THE FLATTOP GRILL	
Registration Number:	2336283	FLATTOP GRILL	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5135621401		
Email:	mhurst@kmlaw.com		
Correspondent Name:	J. Michael Hurst		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	ST4440-PG0005		
NAME OF SUBMITTER:	J. Michael Hurst		

OP \$65.00 2046499

Signature:	/j. michael hurst/
Date:	08/26/2009
Total Attachments: 6 source=Assignment of IP_Flat Top#page1.tif source=Assignment of IP_Flat Top#page2.tif source=Assignment of IP_Flat Top#page3.tif source=Assignment of IP_Flat Top#page4.tif source=Assignment of IP_Flat Top#page5.tif source=Assignment of IP_Flat Top#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Agreement*") is made and entered into as of the 19th day of August, 2009, by Happy Valley Corporation, an Illinois corporation, ("*Assignor*") in favor of Flat Out Crazy, LLC, a Delaware limited liability company ("*Assignee*").

Recitals

A. Assignor and Assignee are parties to that certain Formation and Contribution Agreement dated as of August 7, 2009 ("*Contribution Agreement*") by and among Stir Crazy Partners, LLC, a Delaware limited liability company ("*Stir Crazy*"), Assignor and Assignee.

B. Pursuant to the Contribution Agreement, each of Assignor and Stir Crazy will contribute substantially all of their operating assets and liabilities to Assignee, including their Intellectual Property (as defined in the Contribution Agreement), in exchange for membership interests in the Assignee

C. Pursuant to Section 8.3(b) of the Contribution Agreement, Assignor has agreed to execute this Agreement, pursuant to which Assignor has agreed to transfer, assign and deliver all of Assignor's right, title and interest in Assignor's Intellectual Property.

NOW, THEREFORE, pursuant to the Contribution Agreement and in consideration of the payments made and rights granted under the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings set forth in the Contribution Agreement.

2. Assignment of Trademarks. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Exhibit A hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.

3. Assignment of Patents. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the patents set forth in Exhibit B hereto.

4. Assignment of Domain Names. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the domain names and registrations therefor set forth in Exhibit C hereto.

5. Transfer of Intangible Assets. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Flat Top Business, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-

how, manufacturing methods and processes.

6. Further Assurances. Assignor and Assignee hereby agree to take any and all additional actions, including, without limitation, the execution, acknowledgment and delivery of any and all documents which Assignor or Assignee may reasonably request, in order to effect the intent and purposes of this Agreement and the transactions contemplated hereby.

7. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

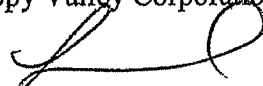
8. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intellectual Property.

ASSIGNOR

Happy Valley Corporation



By: _____

Name: Laurance H. Freed

Title: Chairman of the Board of Directors

STATE OF ILL)
) SS:
COUNTY OF COOK)

This instrument was acknowledged before me on Aug 19, 2009 (date) by Laurance Freed (name of person) as CHAIRMAN (type of authority, e.g., officer, trustee, etc.) of HAPPY VALLEY CORP (name of party on behalf of whom instrument was executed).

(Seal) :

"OFFICIAL SEAL"
GEORGE M. PEARCE
Notary Public, State of Illinois
Commission Expires 01/25/10

George M Pearce
Signature of Notary Public

**EXHIBIT A
TRADEMARKS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Flat Top Grill	2046499	March 18, 1997
FlatTop Grill (design plus words, letters and /or numbers)	2336283	March 28, 2000

**EXHIBIT B
PATENTS**

None.

**EXHIBIT C
DOMAIN NAMES**

www.flattopgrill.com

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