

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
Bar Louie Trademark, Inc.		05/30/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BL Restaurant Operations, LLC		
Street Address:	1840 Pickwick Lane		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60026		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1823417	BAR LOUIE	
Registration Number:	3306105	BAR LOUIE	
Registration Number:	3306139	BAR LOUIE	
Registration Number:	3322988	EAT · DRINK · BE HAPPY	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	052735-0172		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

CH \$115.00 1823417

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REEL: 004216 FRAME: 0693

TRADEMARK

Signature:	/Catherine R. Howell/
Date:	06/02/2010
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of May 30, 2010, is made by and between BL Restaurant Operations, LLC, a Delaware limited liability company ("BL Operations"), and Bar Louie Trademark, Inc., an Illinois corporation ("Bar Louie Trademark").

BACKGROUND

WHEREAS, BL Operations, Bar Louie America, Inc., an Illinois corporation ("Bar Louie America"), Bar Louie Development, Inc., an Illinois corporation ("Bar Louie Development"), Bar Louie Trademark, the subsidiaries and other entities named therein (the "Subsidiaries," and together with Bar Louie America, Bar Louie Development, and Bar Louie Trademark, the "Sellers") and the shareholders named therein entered into that certain Asset Purchase Agreement, dated as of December 30, 2009 (the "Purchase Agreement"), pursuant to which the Sellers have agreed to sell, and BL Restaurant Operations has agreed to purchase, the Purchased Assets;

WHEREAS, Bar Louie Trademark is the owner of the Trademarks listed on **Schedule I** attached hereto (collectively, the "Assigned Trademarks"), and desires to assign all of its right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business associated therewith, to BL Operations; and

WHEREAS, BL Operations wishes to obtain the Assigned Trademarks, including all of the rights, titles, and interests in and to the Assigned Trademarks, together with the goodwill of the business associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined in this Trademark Assignment have the meanings ascribed to them in the Purchase Agreement.
2. Bar Louie Trademark hereby assigns and transfers to BL Operations its entire right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business associated therewith, including, without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, and all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for and receive all damages from past infringements of the Assigned Trademarks, the same to be held and enjoyed by BL Operations and its successors, assigns, and other legal representatives.
3. Upon the request of BL Operations or its Affiliates, the Sellers shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary to document the aforesaid assignment and transfer or to enable BL Operations to secure, register, maintain, enforce, and otherwise fully protect its rights in and to the Assigned Trademarks.
4. This Trademark Assignment shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of BL Operations. Except as set forth in the Purchase Agreement, nothing in this Trademark Assignment shall confer any rights upon any Person other than the parties to this Trademark Assignment and their respective successors and permitted assigns.

5. Neither the making nor the acceptance of this Trademark Assignment shall enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by BL Operations of any Liabilities, duties, or obligations imposed upon any of them by the terms of the Purchase Agreement. To the extent any term, condition, or provision of this Trademark Assignment is in any way inconsistent with or in conflict with any term, condition, or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.


6. This Trademark Assignment may be executed in two or more counterparts (delivery of which may occur via facsimile or email), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Trademark Assignment, without necessity of further proof. Each such copy (or facsimile) shall be deemed an original, and it shall not be necessary in making proof of this Trademark Assignment to produce or account for more than one such counterpart.

7. This Trademark Assignment shall be construed and interpreted in accordance with the Laws of the State of New York without regard to its provisions concerning conflicts of Laws, choice of Law, choice of forum, or principles that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive Law of another jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the date first written above.

BL RESTAURANT OPERATIONS, LLC

By: 
Name: Donald Mueller
Title: Vice President

BAR LOUIE TRADEMARK, INC.

By: _____
Name: Roger A. Greenfield
Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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BL RESTAURANT OPERATIONS, LLC

By: _____
Name: Donald Mueller
Title: Vice President


BAR LOUIE TRADEMARK, INC.

By: _____
Name: Roger A. Greenfield
Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE I

TRADEMARKS

U.S. Federal	BAR LOUIE	74-390,071	5/7/1993	1,823,417	2/22/1999	42	Tavern and restaurant services (U.S. cls. 100)	BAR LOUIE TRADEMARK, INC. (ILLINOIS CORPORATION), 1840 PICKWICK AVE., GLENVIEW, IL 60026	Registered
U.S. Federal		77-091,325	1/25/2007	3,306,105	10/9/2007	43	Restaurant and bar services (U.S. cls. 100 and 101)	BAR LOUIE TRADEMARK, INC. (ILLINOIS CORPORATION), 1840 PICKWICK AVE., GLENVIEW, IL 60026	Registered
U.S. Federal	BAR LOUIE	77-093,582	1/29/2007	3,306,139	10/9/2007	25 and 30	For shirts and sweaters, Int'l class 25 (U.S. cls. 22 and 39); for hot sauce, Int'l 30 (U.S. cls. 46)	BAR LOUIE TRADEMARK, INC. (ILLINOIS CORPORATION), 1840 PICKWICK AVE., GLENVIEW, IL 60026	Registered
U.S. Federal	EAT•DRINK•BE HAPPY	77-091,343	1/25/2007	3,322,988	10/30/2007	43	Restaurant and bar services (U.S. cls. 100 and 101)	BAR LOUIE TRADEMARK, INC. (ILLINOIS CORPORATION), 1840 PICKWICK AVE., GLENVIEW, IL 60026	Registered