

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
T-Bone Restaurant, LLC		12/05/2011	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
Name:	Strip House Restaurants, LLC		
Street Address:	c/o BR Guest, LLC		
Internal Address:	206 Spring Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2660181	STRIP HOUSE	
Serial Number:	85058089	STRIP HOUSE GRILL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)336-8001		
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Chester Rothstein, Esq.		
Address Line 1:	Amster, Rothstein & Ebenstein LLP		
Address Line 2:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	91575-0167		
NAME OF SUBMITTER:	Chester Rothstein		

CH \$65.00 2660181

Signature:	/Chester Rothstein/
Date:	12/20/2011
<b>Total Attachments: 7</b> source=Strip-TBone TM Assignment#page1.tif source=Strip-TBone TM Assignment#page2.tif source=Strip-TBone TM Assignment#page3.tif source=Strip-TBone TM Assignment#page4.tif source=Strip-TBone TM Assignment#page5.tif source=Strip-TBone TM Assignment#page6.tif source=Strip-TBone TM Assignment#page7.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is dated as of December 5, 2011 (the "**Agreement**"), and is made by and among Strip House Restaurants, LLC, a Delaware limited liability company ("**Assignee**") and T-Bone Restaurant, LLC, a New York limited liability company ("**Assignor**").

### RECITALS:

A. Assignee had concurrently herewith consummated the purchase by Assignee of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated July 5, 2011 between Assignee and certain Affiliates of Assignor (as amended by the first amendment, the "**Asset Purchase Agreement**").

B. Assignor has created and developed a unique and distinctive restaurant concept known as "Strip House" (the "**Concept**").

C. Assignor owns all proprietary and other property rights and interests in and to the trade dress, trade names, service marks, trademarks, logos, emblems and indicia of origin used in identifying the Concept, including (i) the service mark Strip House® (U.S. Trademark No.: 2660181), (ii) the application for the trademark "Strip House Grill" and (iii) any other names, trademarks owned by Assignor or its Affiliates which contains the word "Strip", all including any goodwill associated with any of the above (collectively and individually, the "**Mark**"), and, in accordance with the Asset Purchase Agreement, Assignor wishes to transfer to Assignee all of its rights, title, and interests in and to the Mark, and Assignee wishes to acquire all of Assignor's rights, title, and interest in and to the Mark.

D. Assignor is the owner of the Internet domain name "www.striphouse.com" (the "**Domain Name**") and is the registrant of record for the Domain Name.

E. Assignor wishes to transfer to Assignee all of its rights, title, and interests in and to the Concept, Mark, and Domain Name and Assignee wishes to purchase from Assignor all of Assignor's rights, title, and interest in and to the Concept, Mark and Domain Name.

F. Unless otherwise defined herein, capitalized terms shall have the respective meanings assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. *Assignment of Rights.* Assignor hereby assigns to Assignee all of Assignor's and its Affiliates' rights, title, and interests in and to the Concept and Mark, including, without limitation, (i) all goodwill associated therewith; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; and (iii) any and all other rights corresponding thereto and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, the Mark. To the extent this Assignment concerns and/or involves marks that are the subject of intent-to-use applications under §1 (b) of the U.S. Trademark Act, 15 U.S.C. Section 1051(b), for which Statements of Use have not yet been filed in the U.S. Patent Office, this Assignment is to a successor to the business of the Assignor or to a

successor to the segment and/or portion of the Assignor's business to which such marks specifically pertain. Assignee hereby accepts such assignment.

2. *Recordation.* Assignors hereby authorize the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states, to record Assignee as the owner of the Mark assigned by Assignors to Assignee pursuant to Paragraph 1 and issue in accordance with this Agreement all registrations of such Mark and all applications for any of the same, which are assigned to Assignee by this Agreement or which relate to the subject matter so assigned.

3. *Website.* Assignor hereby assigns to Assignee all of Assignor's and its Affiliates' rights, title, and interests in and to the Domain Name, the look and feel of the website associated with the Domain Name, and any goodwill associated therewith (the Domain Name, such website, and any goodwill associated therewith, together with any website or url owned by Assignor or its Affiliates which contains the word "Strip", shall hereinafter collectively be referred to as the "Website"). Assignee hereby accepts such assignment and transfer.

4. *Further Assurances.* Assignor and its Affiliates agree to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Agreement, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. Assignors will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Mark before any administrative, government or other tribunal. Assignor and its Affiliates, directors, officers, and employees shall provide all assistance reasonably requested by Assignee necessary to document Assignor's assignment of the Website to Assignee.

5. *No Conflicting Uses.* Assignor agrees that it will not utilize or seek to utilize the Mark, or any confusingly similar trademarks, or the goodwill associated therewith anywhere in the world except as permitted pursuant to the License Agreement.

6. *Miscellaneous.*

(a) All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("e-mail") transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

if to Assignor, to:  
535 Fifth Avenue  
16<sup>th</sup> Floor  
New York, New York 10017  
Attention: Peter H. Glazier  
Attention: Mathew P. Glazier  
Facsimile No.: (212) 406-7890  
E-mail: phglazier@theglaziergroup.com  
E-mail: mglazier@theglaziergroup.com

with a copy to (which copy shall not constitute notice hereunder):

Dornbush Schaeffer Strongin & Venaglia, LLP  
747 Third Avenue  
New York, New York 10017  
Attention: Landey Strongin, Esq.  
Facsimile No.: (212) 753-7673  
E-mail: [strongin@dssvlaw.com](mailto:strongin@dssvlaw.com)

if to Assignee, to:  
Strip House Restaurants, LLC  
c/o BR Guest, LLC  
206 Spring Street  
New York, NY 10012  
Attention: Stephen P. Hanson, President  
Facsimile No.: 212-331-0333  
E-mail: [sphanson@brguestinc.com](mailto:sphanson@brguestinc.com)

with a copy to (which copy shall not constitute notice hereunder):

Muchnick, Golieb & Golieb, P.C.  
200 Park Avenue South, Suite 1700  
New York, NY 10003  
Attention: Howard W. Muchnick, Esq.  
Facsimile No.: 212-977-5133  
E-mail: [hwmuchnick@mggpclaw.com](mailto:hwmuchnick@mggpclaw.com)

(b) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto.

(d) This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

(e) The parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in the borough of Manhattan, so long as one of such courts shall

have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 6(a) shall be deemed effective service of process on such party.

(f) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL ANY PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(g) In the event of any suit or action to enforce or interpret any provision of this Agreement (or which is based on this Agreement), the prevailing party will be entitled to recover, in addition to other costs, reasonable attorney fees in connection with such suit or action and in any appeal.

(h) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any counterpart may be signed and transmitted electronically, including by facsimile, with the same force and effect as if such counterpart was an ink-signed original. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other party. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

(i) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(j) The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the United States District Court for the Southern District of New York or any New York State court sitting in the borough of Manhattan, in addition to any other remedy to which they are entitled at law or in equity.

(k) The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

**EXHIBIT I**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**STRIP HOUSE RESTAURANTS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**T-BONE RESTAURANT LLC**

By: Pat H. King  
Name:  
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**STRIP HOUSE RESTAURANTS, LLC**

By: Steph Vanson  
Name:  
Title:

**T-BONE RESTAURANT LLC**

By: \_\_\_\_\_  
Name:  
Title: