

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
Back Bay Restaurant Group, Inc.		07/28/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	Back Bay Restaurant Group TR, LLC
Street Address:	6474 Christie Avenue, Suite 300
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2920835	ABE & LOUIE'S
Registration Number:	2243763	ABE & LOUIE'S
Registration Number:	1403540	ATLANTIC FISH CO.
Registration Number:	2933368	ATLANTIC FISH
Registration Number:	1332622	CHARLEY'S EATING & DRINKING SALOON
Registration Number:	3805868	CHARLEY'S
Registration Number:	3757377	COACH GRILL
Registration Number:	2660847	COACH GRILL OF WAYLAND
Registration Number:	3760699	COACH GRILL
Registration Number:	1361176	JOE'S AMERICAN BAR & GRILL
Registration Number:	3734259	BACK BAY RESTAURANT GROUP
Registration Number:	3802087	BBRG
Registration Number:	2365322	OUR FUNDAMENTALS
Registration Number:	2398736	REALLY GOOD PEOPLE

CH \$390.00 2920835

Registration Number:

2398737

THE PERFECT GUEST EXPERIENCE

CORRESPONDENCE DATA

Fax Number: (407)481-5801

Phone: 407-481-5813

Email: lmilvain@lseblaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Lori T. Milvain

Address Line 1: 111 N. Magnolia Ave., Suite 1400

Address Line 4: Orlando, FLORIDA 32801

NAME OF SUBMITTER:

Lori T. Milvain

Signature:

/ltm/

Date:

02/08/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is entered into as of July 31, 2011 by and among the entities listed as Sellers on the signature page to the APA (as hereinafter defined) (collectively, the "Assignor") and Back Bay Restaurant Group TR, LLC, a Florida limited liability company (the "Assignee").

RECITALS

A. Assignee is acquiring certain assets, including all intellectual property, of Assignor under the terms of the Asset Purchase Agreement (the "APA") dated December 30, 2010.

B. It is a condition to closing under the APA that Assignor assign to Assignee, all of Assignor's right, title and interest in, to or under any and all intellectual property, whether registered or unregistered (the "Owned Intellectual Property"), and Assignor is willing to so assign all of Assignor's right, title and interest in, to or under any and all Owned Intellectual Property under the terms of the APA and as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Owned Intellectual Property, including but not limited to those assets listed in the attached Schedule A, together with any good will of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Assignor Covenant. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

3. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

4. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. Further Assurances. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

[Signature Pages Follow]

SCHEDULE A

Assigned Intellectual Property

Trademark	Owner	Application No.	Registration No.	Status	Next Renewal
Abe & Louie's Logo	Back Bay Restaurant Group, Inc.	78353661	2,920,835	Registered	May 4, 2019
Abe & Louie's	Back Bay Restaurant Group, Inc.	75356267	2,243,763	Registered	May 4, 2019
Atlantic Fish (& Fish Design)	Back Bay Restaurant Group, Inc.	78730846	3,148,422	Registered	September 26, 2016
Atlantic Fish CO. & des	Back Bay Restaurant Group, Inc.	73570799	1,403,540	Registered	September 29, 2016
Atlantic Fish	Back Bay Restaurant Group, Inc.	78388834	2,933,368	Registered	March 15, 2015
Charley's Eating and Drinking Saloon (stylized)	Back Bay Restaurant Group, Inc.	73490163	1,332,622	Registered	April 23, 2015
Charley's Logo	Back Bay Restaurant Group, Inc.	77790816	3,805,868	Registered	June 22, 2020
Coach Grill Logo	Back Bay Restaurant Group, Inc.	77790430	3,757,377	Registered	March 9, 2020
Coach Grill of Wayland	Back Bay Restaurant Group, Inc.	78049771	2,660,847	Registered	December 10, 2012
Coach Grill	Back Bay Restaurant Group, Inc.	77790358	3,760,699	Registered	March 16, 2020
Joe's American Bar & Grill & des	Back Bay Restaurant Group, Inc.	73524706	1,361,176	Registered	September 17, 2015
Back Bay Restaurant Group	Back Bay Restaurant Group, Inc.	73570799	3,734,259	Registered	September 26, 2016
BBRG	Back Bay Restaurant Group, Inc.	77753467	3,802,087	Registered	June 15, 2020
OUR FUNDAMENTALS	Back Bay Restaurant Group, Inc.	75/740,160	2365322	Renewed	July 4, 2020
REALLY GOOD PEOPLE	Back Bay Restaurant Group, Inc.	75/740,154	2398736	Renewed	October 24, 2020
THE PERFECT GUEST EXPERIENCE	Back Bay Restaurant Group, Inc.	75/740,161	2398737	Renewed	October 24, 2020

Included URLs:<http://www.abeandlouies.com/><http://www.atlanticfishco.com/><http://www.charleys-restaurant.com/><http://www.coachgrillrestaurant.com/><http://www.joesamerican.com/><http://www.backbayrestaurantgroup.com/>

Schedule A-1

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