

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
Flat Out Crazy, LLC		05/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	StCr Acquisition, LLC		
Street Address:	807 Elm Street		
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:	3461423	STIR CRAZY	
Registration Number:	2190838	STIR CRAZY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@kmklaw.com		
Correspondent Name:	J. Michael Hurst		
Address Line 1:	1 East 4th Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	FL2030IP0001		
NAME OF SUBMITTER:	J. Michael Hurst		
Signature:	/j. michael hurst/		

OP \$65.00 3461423

Date:

05/09/2013

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made as of May 2, 2013 among Flat Out Crazy, LLC, a Delaware limited liability company, and each of the other Sellers described on the signature page to this Agreement (the "Sellers"), and StCr Acquisition, LLC, a Delaware limited liability company (the "Purchaser").

RECITALS:

A. Sellers are debtors-in-possession in a Chapter 11 bankruptcy proceeding pending in the U.S. Bankruptcy Court for the Southern District of New York, as Case No. 13-22094 (RDD).

B. Sellers and Purchaser (as successor by assignment to The HillStreet Fund IV, L.P.) are parties to that certain Asset Purchase Agreement dated April 17, 2013 (the "Purchase Agreement") pursuant to which Sellers agreed to sell, assign and transfer to Purchaser substantially all of the assets of Sellers used by the Sellers in the conduct of the Stir Crazy Business.

C. Sellers have created, acquired, adopted, used, or are using, the Assigned Intellectual Property (as hereinafter defined).

D. Purchaser desires to acquire the Intellectual Property from Sellers and Sellers desire to transfer the Intellectual Property to Purchaser, each on the terms and conditions set forth in this Assignment.

NOW THEREFORE, it is hereby agreed as follows:

1. Assignment. Sellers hereby sell, assign, and transfer to Purchaser, their entire, worldwide, right, title and interest in and to the Intellectual Property of the Sellers used in the conduct of the Stir Crazy Business including, without limitation, the following (collectively, the "Assigned Intellectual Property"):

(a) all present and future copyrights, copyright registrations and copyright applications, domestic or foreign, including, without limitation, the copyrights, copyright registrations and copyright applications of the Sellers used in the conduct of the Stir Crazy Business, and with respect to each such item, (a) all renewals and extensions thereof, (b) all income, royalties, damages and other rights to payment now or in the future due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (c) all right, title and interest in any and all present and future license agreements relating thereto, including, without limitation, the rights to income or royalties from such licenses, (d) the right to sue and recover for past, present, and future infringements thereof, (e) all other rights accruing under or pertaining thereto throughout the world, and (f) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Copyrights");

(b) all inventions, improvements, whether or not the subject of a patent or patent application, all patents and patent applications, domestic or foreign, and all

inventions and improvements disclosed or claimed in any of the foregoing, including without limitation the patents and patent applications of the Sellers used in the conduct of the Stir Crazy Business and made a part of this Assignment, and with respect to each such item, (a) all reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (b) all income, royalties, damages and payments now or in the future due and/or payable in connection therewith, including, without limitation, damages and payments for past or future infringements thereof, (c) all rights to sue for past, present or future infringements thereof, (d) all right, title and interest in any and all present and future license agreements with respect thereto between Sellers and any other party, regardless of whether Sellers are licensors or licensees, including, without limitation, all rights to income or royalties from any such licenses, (e) all corresponding patents or patent applications and all rights corresponding thereto throughout the world, (f) all general intangibles and all intellectual or other similar property of any kind or nature, arising from or associated therewith not otherwise described above, and (g) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Patents");

(c) all federal, state, common law and foreign trademarks, service marks business names, trade names, domain names, trading styles, logos and trade dress, along with the goodwill of the businesses in which each of the foregoing has been or is used, all applications for registration and registrations of any of the foregoing, including, without limitation, applications or registrations filed under section 1(a) of the Trademark Act, 15 U.S.C. § 1051(a), or section 1(b) of the Trademark Act, 15 U.S.C. § 1051(b) for which a statement of use has been filed, the assignment of an interest in which would not result in an invalidation of the registration, and further including, without limitation, the trademarks, service marks, business names, trade names, domain names, trading styles, logos and trade dress, and the applications and registrations listed in Schedule A attached hereto and made a part of this Assignment, and with respect to each such item, (a) all renewals or extensions thereof, (b) all income, royalties, damages and payments now due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for all past, present and future infringements thereof, (d) all right, title and interest in any and all present and future license agreements with respect thereto, including, without limitation, the rights to income or royalties from such licenses, (e) all rights corresponding thereto throughout the world, (f) all general intangibles and all intellectual or other similar property of any kind or nature, arising from or associated therewith and not otherwise mentioned above, (g) the entire goodwill of or associated with the businesses now or hereafter conducted symbolized by and connected therewith, and (h) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Trademarks"); and

(d) all of the Sellers' rights, title and interest in and to any domain name or any application or registration of any domain name including, without limitation, the websites and internet domain names listed on Schedule B attached hereto and made a part of this Assignment, and (i) the right to sue at law or in equity for any past, present or

future violation of the rights associated therewith; (ii) all right, title and interest in and to any and all present and future license agreements with respect thereto between Sellers and any other party, regardless of whether Sellers are licensors or licensees, including, without limitation, the rights to income and/or royalties from such licenses; (iii) all other rights and interests accruing thereunder or pertaining thereto throughout the world; (iv) all general intangibles and all intellectual or other similar property of Sellers of any kind or nature, arising from or associated therewith not otherwise described above; and (v) all proceeds of any kind arising from any and all of the foregoing; and

(e) to the extent not identified above, all technology and information of whatever nature or kind, in all cases whether or not the subject of any application or registration, and whether or not fixed in any medium or reduced to practice, including without limitation software, source code, source materials, trade secrets, industrial designs, formulae, product formulations, processes, processing methods, technology, techniques, know-how, research, technical data, studies, findings, algorithms, instructions, guides, manuals and designs.

2. Further Assurances. At any time and from time to time after the execution and delivery of this Agreement, at Purchaser's request and expense but without further consideration, Sellers shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery, and take such other action as Purchaser may reasonably request, in order to more effectively convey, assign, transfer and deliver to Purchaser, and to confirm Purchaser's title to, all of the Assigned Intellectual Property.

3. Binding Effect. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by the Sellers, the Purchaser, and their respective successors and permitted assigns.

4. Capitalized Terms. Capitalized terms used, but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

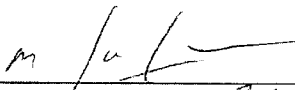
6. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Signature page follows. Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property, through their duly appointed officers, as of the date first written above.

SELLERS:

FLAT OUT CRAZY, LLC
STIR CRAZY CAFÉ WEST NYACK, LLC
SCR OPERATIONS, LLC
SCR HOSPITALITY, LLC
SCR CONCESSIONS, LLC
STIR CRAZY RESTAURANTS, LLC
STIR CRAZY CAFÉ OAKBROOK, LLC
STIR CRAZY CAFÉ NORTHBROOK, LLC
STIR CRAZY CAFÉ WOODFIELD, LLC
STIR CRAZY CAFÉ GREAT LAKES, LLC
STIR CRAZY CAFÉ BOCA RATON, LLC
STIR CRAZY CAFÉ CREVE COEUR, LLC
STIR CRAZY CAFÉ LEGACY VILLAGE, LLC
STIR CRAZY CAFÉ CANTERA, LLC
STIR CRAZY OPERATIONS, LLC

By: 
Name: MARK SIMON
Title: COO

PURCHASER:

STCR ACQUISITION, LLC

By: _____
Name: Thomas E. Perazzo
Title: Manager

[Assignment of Intellectual Property – Stir Crazy Business]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property, through their duly appointed officers, as of the date first written above.

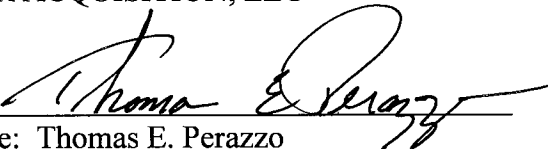
SELLERS:

FLAT OUT CRAZY, LLC
STIR CRAZY CAFÉ WEST NYACK, LLC
SCR OPERATIONS, LLC
SCR HOSPITALITY, LLC
SCR CONCESSIONS, LLC
STIR CRAZY RESTAURANTS, LLC
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STIR CRAZY CAFÉ LEGACY VILLAGE, LLC
STIR CRAZY CAFÉ CANTERA, LLC
STIR CRAZY OPERATIONS, LLC

By: _____
Name: _____
Title: _____

PURCHASER:

STCR ACQUISITION, LLC

By: 
Name: Thomas E. Perazzo
Title: Manager

[Assignment of Intellectual Property – Stir Crazy Business]

EXHIBIT A
TRADEMARKS


Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
Stir Crazy & Design 	77322380	November 6, 2007	3461423	July 8, 2008
Stir Crazy	75337896	August 8, 1997	2190838	September 22, 1998

EXHIBIT B
DOMAIN NAMES

<http://scasian.com>
www.stircrazycafe.com
www.stircrazy.com

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