

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:	FT Acquisition, LLC
Street Address:	807 Elm Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85588849	FLAT TOP GRILL
Serial Number:	85588813	FLAT TOP GRILL
Serial Number:	85571445	FLAT TOP STIR-FRY GRILL
Registration Number:	4018903	FLAT OUT CRAZY RESTAURANT GROUP
Registration Number:	3877875	FLAT OUT CRAZY
Registration Number:	2336283	FLATTOP GRILL
Registration Number:	2046499	THE FLATTOP GRILL

CORRESPONDENCE DATA

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

Email: trademarks@kmklaw.com

Correspondent Name: J. Michael Hurst

Address Line 1: 1 East 4th Street

Address Line 2: Suite 1400

900254753

**TRADEMARK
 REEL: 005024 FRAME: 0370**

OP \$190.00 85588849

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:

HI4428FI0002

NAME OF SUBMITTER:

J. Michael Hurst

Signature:

/j. michael hurst/

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 the 2nd day of May, 2013 between Flat Out Crazy, LLC, a Delaware limited liability company ("Seller") and FT Acquisition, LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

A. Seller is a debtor-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. Seller and Purchaser (as successor by assignment to The HillStreet Fund IV, L.P., a Delaware limited partnership) are parties to that certain Asset Purchase Agreement dated April 17, 2013 (the "Purchase Agreement") pursuant to which Seller agreed to sell, assign and transfer to Purchaser substantially all of the assets of Seller used by the Seller in the conduct of the Flat Top Business.

C. Seller has created, acquired, adopted, used, or is using, the Assigned Intellectual Property (as hereinafter defined).

D. Purchaser desires to acquire the Assigned Intellectual Property from Seller and Seller desires to transfer the Assigned 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. Seller hereby sells, assigns, and transfers to Purchaser, its entire, worldwide, right, title and interest in and to the Intellectual Property of the Seller used in the conduct of the Flat Top 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 Seller used in the conduct of the Flat Top 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 Seller used in the conduct of

the Flat Top 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 Seller and any other party, regardless of whether Seller is licensor or licensee, 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 Seller’s 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 Seller and any other party, regardless of whether Seller is a licensor or licensee, 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 Seller 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, Seller 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 Seller, 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.

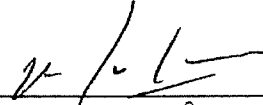
6. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[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.

SELLER:

FLAT OUT CRAZY, LLC

By: 
Name: Mark Samuel
Title: Co-CEO

PURCHASER:

FT ACQUISITION, LLC

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

[Assignment of Intellectual Property - Flat Top 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.

SELLER:

FLAT OUT CRAZY, LLC

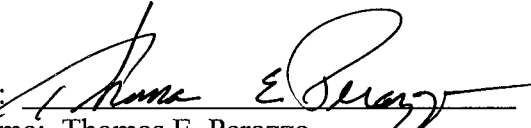
By: _____

Name: _____

Title: _____

PURCHASER:

FT ACQUISITION, LLC

By:  _____

Name: Thomas E. Perazzo

Title: Manager

[Assignment of Intellectual Property – Flat Top Business]

EXHIBIT A
TRADEMARKS


Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
Flat Top Grill	85588849	April 4, 2012		
Flat Top Grill	85588813	April 4, 2012		
Flat Top Stir-Fry Grill	85571445	March 16, 2012		
Flat Out Crazy Restaurant Group	85224526	January 24, 2011	4018903	August 30, 2011
Flat Out Crazy	77815038	August 28, 2009	3877875	November 16, 2010
Flat Top Grill & Design 	75743211	July 6, 1999	2336283	March 28, 2000
The Flattop Grill	74672311	May 11, 1995	2046499	March 18, 1997

EXHIBIT B
DOMAIN NAMES

www.flatoutcrazy.com
www.flattopgrill.com
myflattop.com

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