

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champps Operating Corporation		03/12/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Champps Restaurants IP, Inc.		
Street Address:	1551 N. Waterfront Parkway		
Internal Address:	Suite 310		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67206		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3085454		
Registration Number:	1880959	CHAMPPS AMERICANA	
Registration Number:	1934801	CHAMPPS AMERICANA	
Registration Number:	1936515	CHAMPPS	
Registration Number:	2053083	CHAMPPS AMERICANA	
Registration Number:	2079548	CHAMPPS	
Registration Number:	2208732	CHAMPPS	
Registration Number:	1191885	CHAMP'S	
Registration Number:	1165030	CHAMP'S	
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>			
Phone:	3104074075		
Email:	vsekhon@ktbslaw.com		
Correspondent Name:	Vijay S. Sekhon		
Address Line 1:	1999 Avenue of the Stars		
Address Line 4:	Los Angeles, CALIFORNIA 90067		

OP \$240.00 3085454

NAME OF SUBMITTER:	Jonathan Weiss
SIGNATURE:	/Jonathan Weiss/
DATE SIGNED:	03/12/2014
Total Attachments: 9 source=IP-Assignment-Champps#page1.tif source=IP-Assignment-Champps#page2.tif source=IP-Assignment-Champps#page3.tif source=IP-Assignment-Champps#page4.tif source=IP-Assignment-Champps#page5.tif source=IP-Assignment-Champps#page6.tif source=IP-Assignment-Champps#page7.tif source=IP-Assignment-Champps#page8.tif source=IP-Assignment-Champps#page9.tif	

**CHAMPPS INTELLECTUAL PROPERTY LIEN TERMINATION AND ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This CHAMPPS INTELLECTUAL PROPERTY LIEN TERMINATION AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March 12, 2014 (this "Assignment"), is made and entered into by and among Champps Entertainment, Inc., a Delaware corporation, Champps Entertainment of Texas, Inc., a Texas corporation, Champps of Maryland, Inc., a Maryland corporation, Champps Operating Corporation, a Minnesota corporation (collectively, the "Champps IP Sellers"), General Electric Capital Corporation, a Delaware corporation ("GE Capital"), in its capacity as the DIP Agent and the Prepetition First Lien Agent, Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), in its capacity as the Prepetition Second Lien Agent, and Champps Restaurants IP, Inc., a Delaware corporation (the "Champps IP Buyer"). The DIP Agent, the Prepetition First Lien Agent, the Prepetition Second Lien Agent, the Champps IP Sellers and the Champps IP Buyer are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Champps IP Sellers, certain of their Affiliates (collectively, "Sellers"), and the Prepetition Second Lien Agent on behalf of the Cerberus Second Lien Lenders entered into that certain Asset Purchase Agreement dated as of February 7, 2014 (the "Asset Purchase Agreement");

WHEREAS, in accordance with Section 12.8 of the Asset Purchase Agreement, the Prepetition Second Lien Agent on behalf of the Cerberus Second Lien Lenders assigned its rights and obligations under the Asset Purchase Agreement to the Champps IP Buyer and certain of its Affiliates (collectively, "Buyers") pursuant to that certain Asset Purchase Agreement Assignment and Assumption Agreement, dated as of the date hereof, by and among the Prepetition Second Lien Agent and Buyers;

WHEREAS, the Champps IP Sellers desire to sell, convey, assign, transfer and deliver to the Champps IP Buyer the Purchased Intellectual Property owned by the Champps IP Sellers (the "Champps Purchased Intellectual Property"), including, without limitation, all Seller Marks, domain names, and patents (including applications therefor) listed on Schedule A attached hereto, in accordance with the Asset Purchase Agreement;

WHEREAS, Sellers are party to the DIP Credit Agreement, the Prepetition First Lien Credit Agreement and the Prepetition Second Lien Credit Agreement, pursuant to which Sellers granted Liens, claims, interests and encumbrances with respect to the Champps Purchased Intellectual Property to the DIP Agent (on behalf of the DIP Lenders), the Prepetition First Lien Agent (on behalf of the Prepetition First Lien Lenders), and the Prepetition Second Lien Agent (on behalf of the Prepetition Second Lien Lenders);

WHEREAS, pursuant to the Sale Order, dated February 28, 2014 entered by the United States Bankruptcy Court for the District of Delaware (the "Sale Order"), among other things, the sale under the Asset Purchase Agreement was approved; and

WHEREAS, pursuant to the Sale Order, the Liens, claims, interests and encumbrances (other than Liens specifically assumed by Buyers under the Asset Purchase Agreement and Permitted Exceptions) on the Champps Purchased Intellectual Property are released and terminated, as of the Closing Date.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Release and Termination of Liens. The DIP Agent, the Prepetition First Lien Agent and the Prepetition Second Lien Agent hereby acknowledge and agree that other than the right to receive proceeds from the sale contemplated by the Asset Purchase Agreement, they have no Liens, claims, interests and encumbrances in any of the Purchased Champps Intellectual Property and such Liens, claims, interests and encumbrances in the Purchased Champps Intellectual Property have been released and terminated, effective as of the Closing Date; provided that the foregoing shall in no way impair the ability of GE Capital or any of its affiliates, acting as the agent under the Restructured First Lien Credit Agreement, and Cerberus, acting as the agent under the Restructured Second Lien Credit Agreement, to obtain Liens, claims, interests and encumbrances in the Purchased Champps Intellectual Property in connection with the Restructured First Lien Credit Agreement and the Restructured Second Lien Credit Agreement, respectively, after the execution and delivery of this Assignment.

2. Assignment and Assumption. The Champps IP Sellers hereby sell, convey, assign, transfer and deliver to the Champps IP Buyer, and the Champps IP Buyer hereby accepts the sale, conveyance, assignment, transfer and delivery of, all of the Champps IP Sellers' right, title and interest in and to the Champps Purchased Intellectual Property, including those listed on Schedule A attached hereto, and all goodwill appurtenant thereto.

3. Effectiveness. This Assignment shall be effective as of the Closing.

4. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of Sellers or Buyer contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this

Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

8. Entire Agreement. This Assignment (together with the Asset Purchase Agreement) constitutes the entire agreement and understanding of the DIP Agent, the Prepetition First Lien Agent, the Prepetition Second Lien Agent, the Champps IP Buyer and the Champps IP Sellers with respect to the matters contemplated by this Assignment and supersedes any previous agreement between the DIP Agent, the Prepetition First Lien Agent, the Prepetition Second Lien Agent, the Champps IP Buyer and the Champps IP Sellers in relation to such matters.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

CHAMPPS IP SELLERS

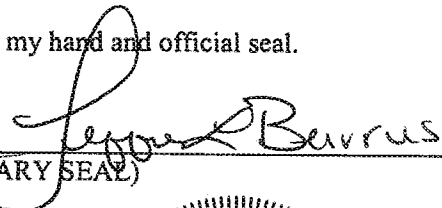
Champps Entertainment, Inc.
Champps Entertainment of Texas, Inc.
Champps of Maryland, Inc.
Champps Operating Corporation

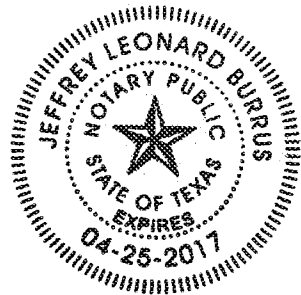
By: 
Name: Marc Buehler
Title: Chief Executive Officer

STATE OF Texas)
COUNTY OF Collin) ss.

On 3/11/2014 before me, Jeff Burrus
personally appeared Marc Buehler,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature 
(NOTARY SEAL)



[Signature Page to Champps IP Assignment Agreement]

PREPETITION SECOND LIEN
AGENT

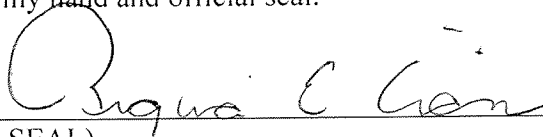
CERBERUS BUSINESS FINANCE, LLC,
in its capacity as the Prepetition Second
Lien Agent

By: 
Name: Eric Miller
Title: Executive Vice President

STATE OF New York }
COUNTY OF New York } ss.

On March 10, 2014 before me, Regina E. Cianci
personally appeared Eric Miller,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature 
(NOTARY SEAL)

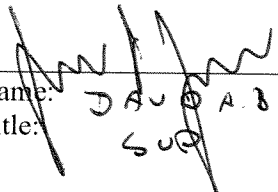
REGINA E. CIANCI
Notary Public, State of New York
No. 60-4676879
Qualified in Westchester County
Commission Expires Nov. 30, 2014

[Signature Page to Champps IP Assignment Agreement]

TRADEMARK
REEL: 005235 FRAME: 0845

**DIP AGENT AND PREPETITION
FIRST LIEN AGENT**

GENERAL ELECTRIC CAPITAL
CORPORATION, in its capacity as the
DIP Agent and the Prepetition First Lien
Agent

By: 
Name: DAVID A. BURGER
Title: SUP

STATE OF Connecticut }
COUNTY OF Fairfield } ss.

On 3/10/14 before me, Denise A. Salvador
personally appeared David Burger,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature Denise A. Salvador
(NOTARY SEAL) exp. 11/30/17

CHAMPPS IP BUYER

CHAMPPS RESTAURANTS IP, INC.

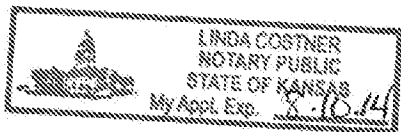
By: [Signature]
Name: Jim Zielke
Title: Chief Financial Officer, Treasurer
and Secretary

STATE OF Kansas)
COUNTY OF Sedgwick) ss.

On 3/11/14 before me, Linda Costner
personally appeared James K. Zielke
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]
(NOTARY SEAL)



Schedule A

I. United States Registered Trademarks and Trademark Applications

Registered Owner	Mark	Registration No.
<i>Champps Operating Corporation</i>	Flag Logo Design	3,085,454
<i>Champps Operating Corporation</i>	Champps Americana	1,880,959
<i>Champps Operating Corporation</i>	Champps Americana	1,934,801
<i>Champps Operating Corporation</i>	Champps	1,936,515
<i>Champps Operating Corporation</i>	Champps Americana	2,053,083
<i>Champps Operating Corporation</i>	Champps	2,079,548
<i>Champps Operating Corporation</i>	Champps	2,208,732
<i>Champps Operating Corporation</i>	Champs*	1,191,885
<i>Champps Operating Corporation</i>	Champs*	1,165,030
<i>Champps Operating Corporation</i>	Whitman Tavern	3338795 State of PA

II. Non-U.S. Registered Trademarks and Trademark Applications

None

III. Domain Names

None

IV. United States Patents and Pending Patents

None

V. Non-U.S. Patents and Pending Patents

None

* The Company did not file the required renewals and/or affidavits with the USPTO due to the fact that it no longer used the marks and could not provide evidence of continued use as required by the USPTO.

VI. United States Copyrights

None