

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sizzling Platter, LLC		12/19/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	HP Management Group, LLC		
Street Address:	50 No. University Ave.		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1822895	RUBY RIVER	
Registration Number:	1964873	RUBY RIVER	
Registration Number:	1806606	RUBY RIVER STEAKHOUSE	
Registration Number:	1885429	WHAT A STEAK OUGHT TO BE	
CORRESPONDENCE DATA			
Fax Number:	8015366111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8015321234		
Email:	trademarks@parsonsbehle.com		
Correspondent Name:	Margaret Niver McGann		
Address Line 1:	201 South Main Street, Suite 1800		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	21553.001		
NAME OF SUBMITTER:	Margaret Niver McGann		
SIGNATURE:	/Margaret Niver McGann/		
DATE SIGNED:	05/21/2014		
Total Attachments: 5			
source=Asset Purchase Agreement w- Attachments (FINAL-EXECUTED) (00342937)_Redacted#page1.tif			

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source=Asset Purchase Agreement w- Attachments (FINAL-EXECUTED) (00342937)_Redacted#page3.tif
source=Asset Purchase Agreement w- Attachments (FINAL-EXECUTED) (00342937)_Redacted#page4.tif
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter the "Agreement") is made and entered into this 19th day of December, 2012 and is effective as of 12 - 19 -, 2012 (the "Effective Date"), by and between **HP Management Group, LLC**, a Utah limited liability company, whose address is 50 No. University Ave., Provo, Utah 84604 (hereinafter "Purchaser"), and **Sizzling Platter, LLC**, a Nevada limited liability company whose address is 348 East 6400 South, Suite 200, Salt Lake City, UT 84107 (hereinafter "Seller").

RECITALS

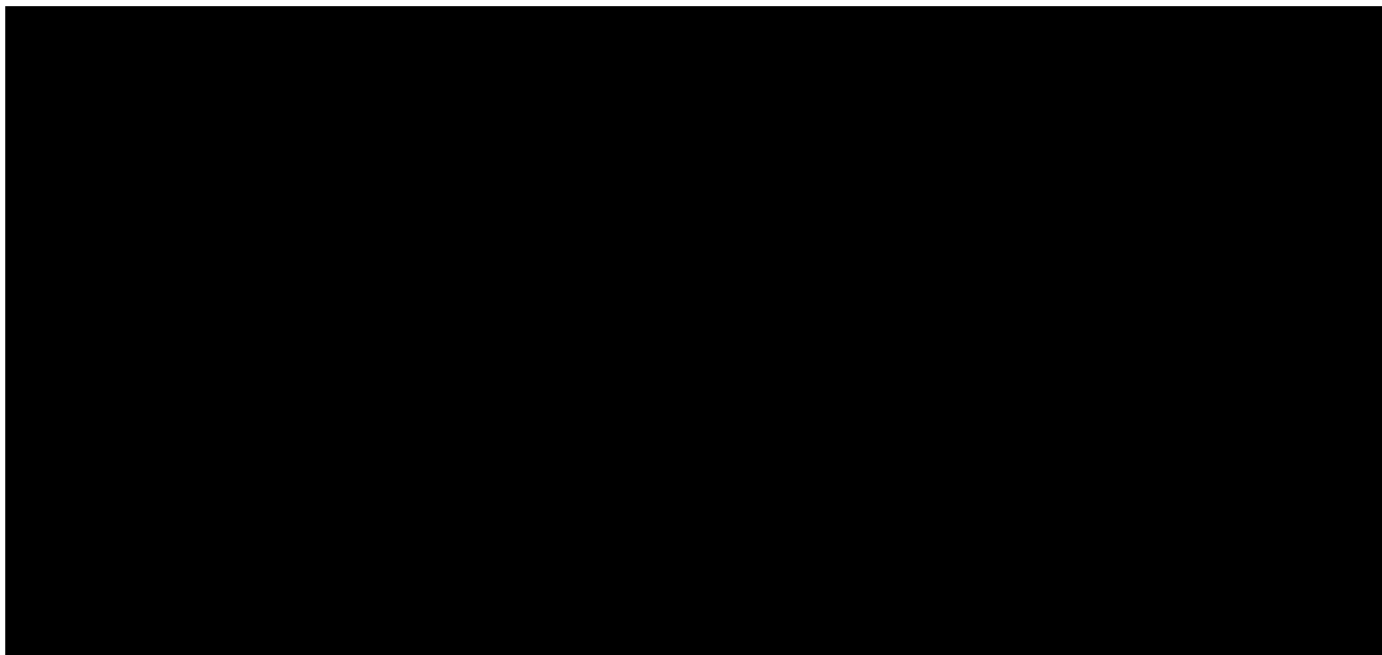
A. WHEREAS, Seller operates the five Ruby River restaurants located at the street addresses set out in Attachment 1 (collectively the "Restaurants" and each individually a "Restaurant");

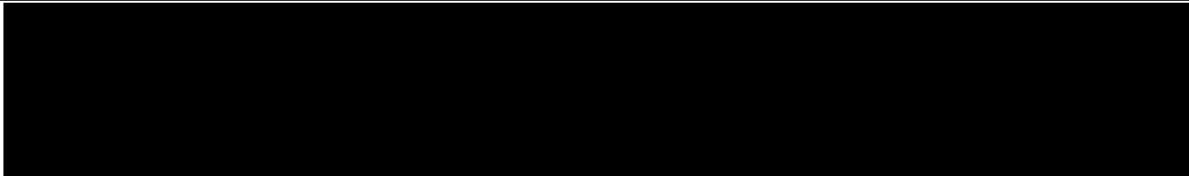
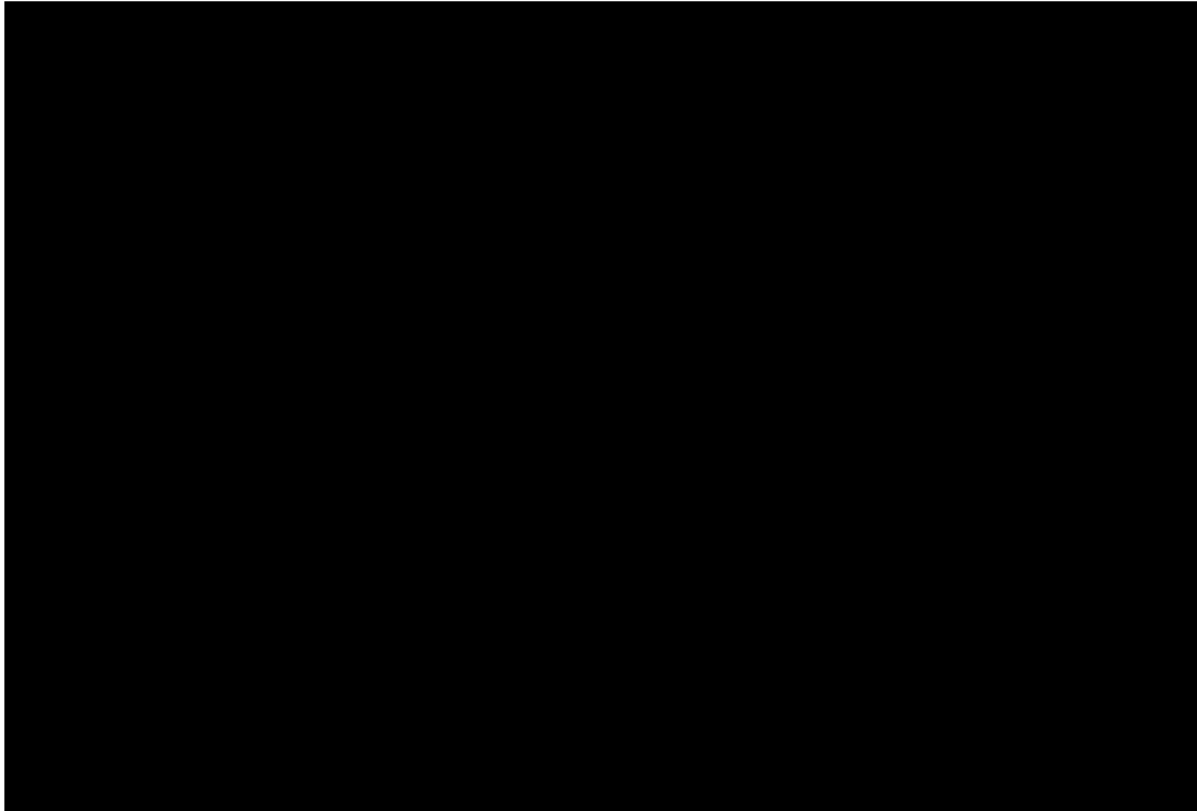
B. WHEREAS, each of the Restaurants is located on premises leased from a third-party landlord, and the parties contemplate that Seller shall be released from all liability and obligation under the leases following the expiration of the existing terms of each lease; and

C. WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to purchase the assets comprising the Restaurants from Seller and Seller is willing to sell those assets to Purchaser.

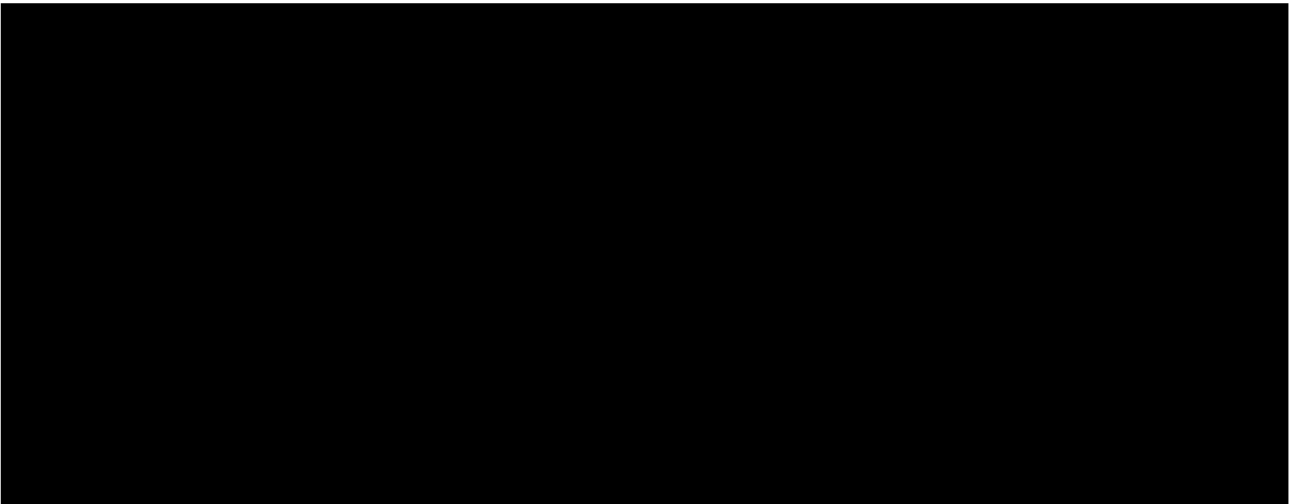
AGREEMENT

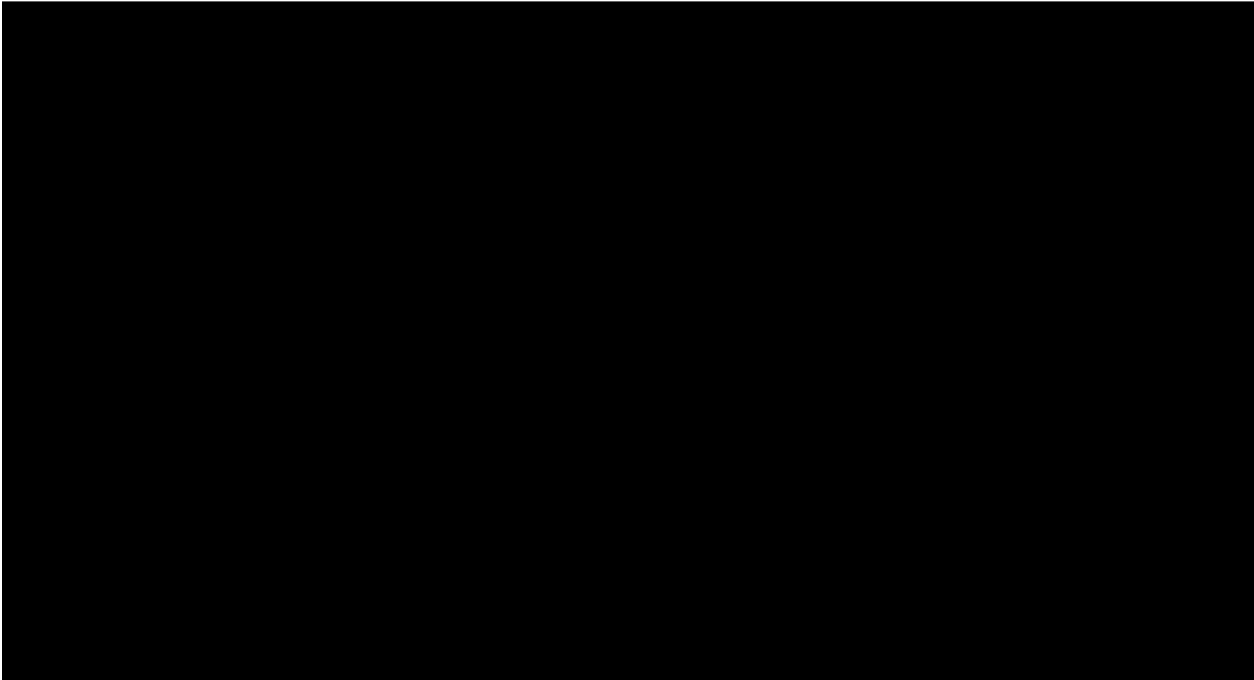
NOW, THEREFORE, for and in consideration of the mutual covenants contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties to this Agreement do hereby agree as follows:





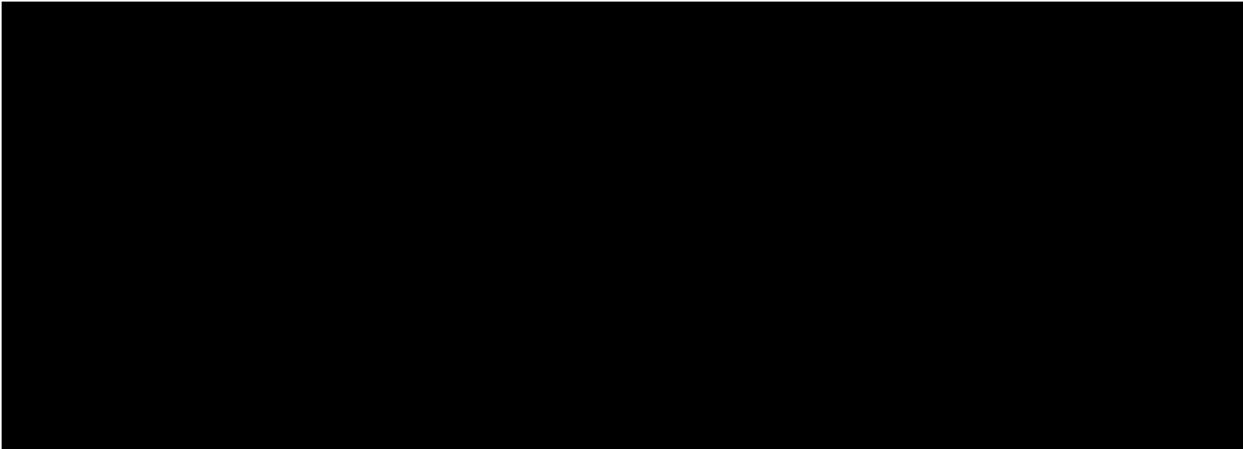
4. **PURCHASED ASSETS.** Seller shall sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, in as-is condition, without warranty except as expressly set out herein (as hereinafter defined), the following (the "Purchased Assets") Purchased Assets, which do not include the Excluded Assets (as herein after defined).





(f) The trademarks set out in Attachment 4.4.

(g) The goodwill of the business conducted at each Restaurant, including but not limited to, telephone listings and other directory listings, as well as all existing copies in the possession of Seller of plaques, awards, recognitions but only to the extent goodwill and such tangible items are exclusively and solely related to Ruby River restaurants.




Any asset not specifically included in the above definition of Purchased Assets shall not constitute a Purchased Asset whether or not included in the definition of Excluded Assets set out below.

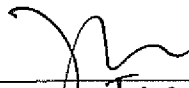
5. **EXCLUDED ASSETS.** Notwithstanding anything to the contrary contained in Section 4, Purchased Assets shall not include the following which may be herein referred to as “Excluded Assets:”

DATED as of the date first above written.


SELLER:
Sizzling Platter, LLC
a Nevada limited liability company

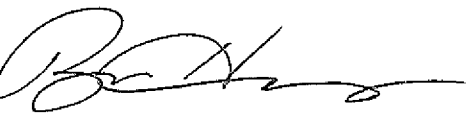
By: 
Name: TOM SHULKIN
Its: DIRECTOR

PURCHASER:
HP Management Group, LLC
a Utah limited liability company

By: 
Name: JASON HARGETT
Its: PRESIDENT

Each of the undersigned Co-Makers hereby guarantees and additionally affirms that he is jointly and severally obligated and liable for Purchaser's performance of its obligations under this Agreement as set forth herein.

Jason Hargett 
Date: 12-19-12

Brandon Hargett 
Date: 12-19-12

ATTACHMENT 4.4

TRADEMARK LIST

<u>Grantor</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Application No. / Filing Date</u>	<u>Status</u>	<u>Reg. No. / Reg. Date</u>
Sizzling Platter, LLC	RUBY RIVER	US	74391851 5/4/1993	Registered	1822895 2/22/1994
Sizzling Platter, LLC	RUBY RIVER	US	74386284 5/4/1993	Registered	1964873 4/2/1996
Sizzling Platter, LLC	RUBY RIVER STEAKHOUSE	US	74370501 3/22/1993	Registered	1806606 11/23/1993
Sizzling Platter, LLC	WHAT A STEAK OUGHT TO BE	US	74449789 10/22/1993	Registered	1885429 3/21/1995

Note the following trademarks will or have expired and are not conveyed:

Sizzling Platter, LLC	COME HUNGRY	STATE NEVADA		Registered	9/14/1999
Sizzling Platter, LLC	COME HUNGRY.	STATE UTAH		Registered	037567 12/2/1997

Domain Names

<u>Grantor</u>	<u>Registrant</u>
rubyriver.biz	Sizzling Platter, LLC
rubyriver.com	Sizzling Platter, LLC

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