

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sizzling Platter, LLC		05/12/2014	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HP Management Group, LLC		
<b>Street Address:</b>	50 No. University Ave.		
<b>City:</b>	Provo		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84601		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UTAH		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2143533	HOPPERS	
<b>Registration Number:</b>	2143520	HOPPERS GRILL & BREWING COMPANY	
<b>Registration Number:</b>	2101637	HOPPERS	
<b>Registration Number:</b>	2099536	HOPPERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	8015321234		
<b>Email:</b>	trademarks@parsonsbehle.com		
<b>Correspondent Name:</b>	Margaret Niver McGann		
<b>Address Line 1:</b>	201 South Main Street, Suite 1800		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Margaret Niver McGann		
<b>SIGNATURE:</b>	/Margaret Niver McGann/		
<b>DATE SIGNED:</b>	05/28/2014		
<b>Total Attachments: 6</b>			
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OP \$115.00 2143533

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 14, 2014, by Sizzling Platter, LLC., a limited liability company organized under the laws of Nevada, having an address at 348 East 6400 South, Suite 200, Salt Lake City, UT 84107 ("Assignor"), in favor of HP Management Group, LLC, a limited liability company formed under the laws of the State of Utah having an address at 50 No. University Ave., Provo, UT 84604 ("Assignee").

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby, transfers, grants, assigns, bargains, delivers and otherwise conveys to Assignee all of its right, title and interest in and to the trademarks listed in Exhibit 1 hereto (the "Trademarks.")

WHEREOF, Assignor has caused this Assignment to be duly authorized and executed as of the date hereof.

Sizzling Platter, LLC

By:   
Name: Mitchell C. Lowe  
Title: V.P. of Development

**EXHIBIT 1**

Mark	CNTRY	App. No.	File Date	Reg Date	Reg. No.	Status	Our Ref. No.
HOPPERS	US	75171722	9/16/1996	3/10/1998	2143533	REGISTERED	08059.010US50
HOPPERS GRILL & BREWING COMPANY	US	75166960	9/16/1996	3/10/1998	2143520	REGISTERED	08059.011US50
HOPPERS & design	US	75199867	11/18/1996	9/30/1997	2101637	REGISTERED	08059.012US50
HOPPERS & design	US	75195496	11/12/1996	9/23/1997	2099536	REGISTERED	08059.013US50
WHAT A STEAK OUGHT TO BE	US	74449789	10/22/1993	3/21/1995	1885429	REGISTERED	08059.017US50
HOPPERS UNA MAS BEER - Utah	US			1/14/2003	5259633	REGISTERED	08059.019US50
HOPPERS UNA MAS CERVEZA - Utah	US			1/14/2003	5259669	REGISTERED	08059.020US50

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter the "Agreement") is made and entered into this 15 day of May, 2014 (the "Effective Date"), by and between **HP Management Group, LLC**, a Utah limited liability company, whose address is 50 No. University Ave., Provo, Utah 84601 (hereinafter "Purchaser"), **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 a Hoppers Grill & Brewing Co. restaurant located at 890 E. Fort Union Blvd, Midvale, UT 84047 (the "Hoppers Restaurant") and a Sizzler brand restaurant located at 615 E Prater Way, Sparks, NV 89431 (the "Sizzler Restaurant" and collectively with the Hopper Restaurant, 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.

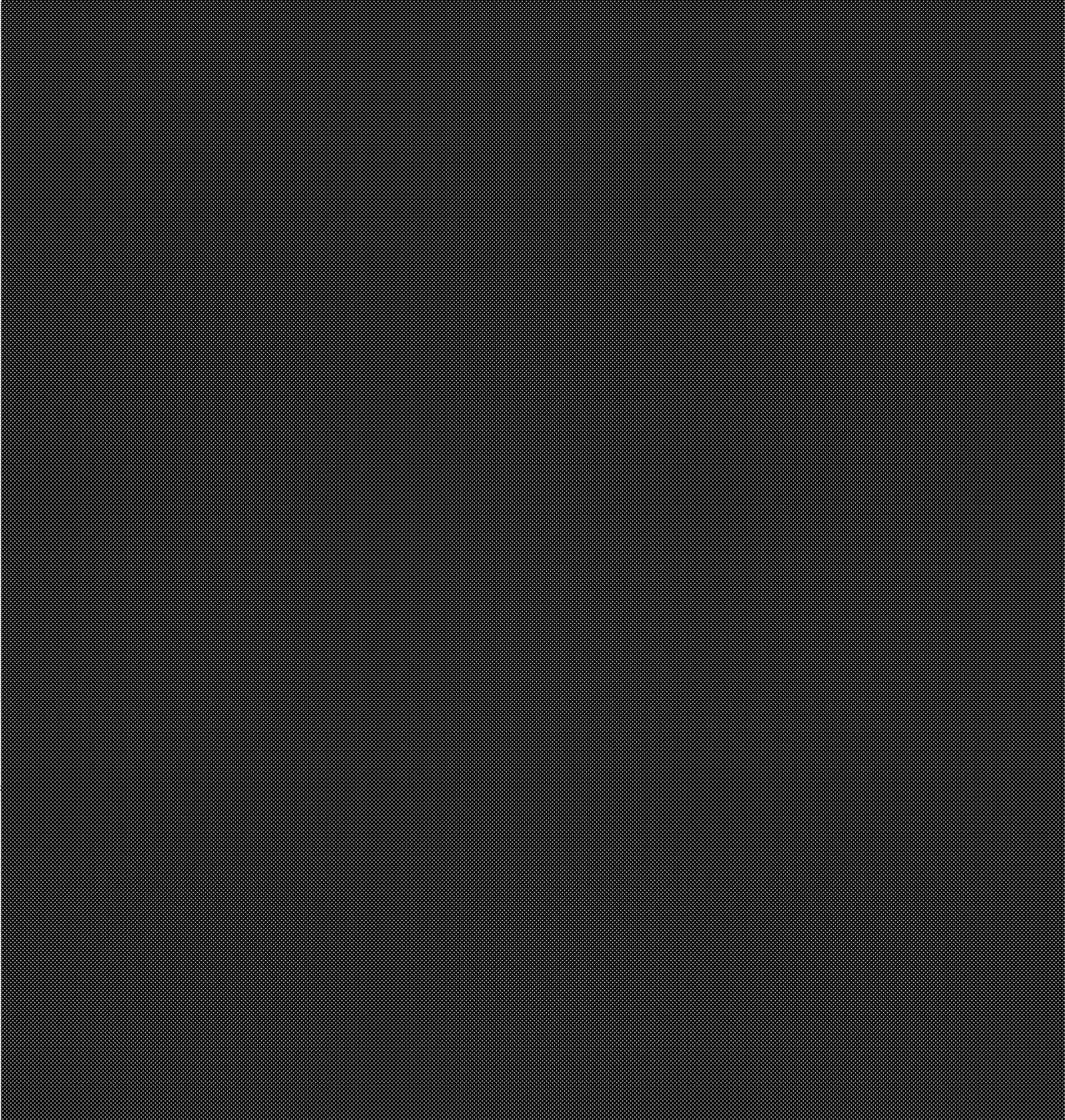
D. WHEREAS, due to the date by which the Seller or Purchaser need to notify the Hoppers Restaurant landlord of their intention to extend the Premises Lease (as defined below) for the Hoppers Restaurants, the parties anticipate closing the sale of the two Restaurants on different days within an approximately forty-five (45) day period pursuant to the terms of this Agreement.

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### AGREEMENT

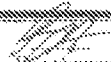
NOW, THEREFORE, for and in consideration of the mutual covenants contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties to this Agreement do hereby agree as follows:

1. **PURCHASE OF ASSETS.** Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase the Purchased Assets (as defined below) from Seller and Seller agrees to sell the Purchased Assets to Purchaser.



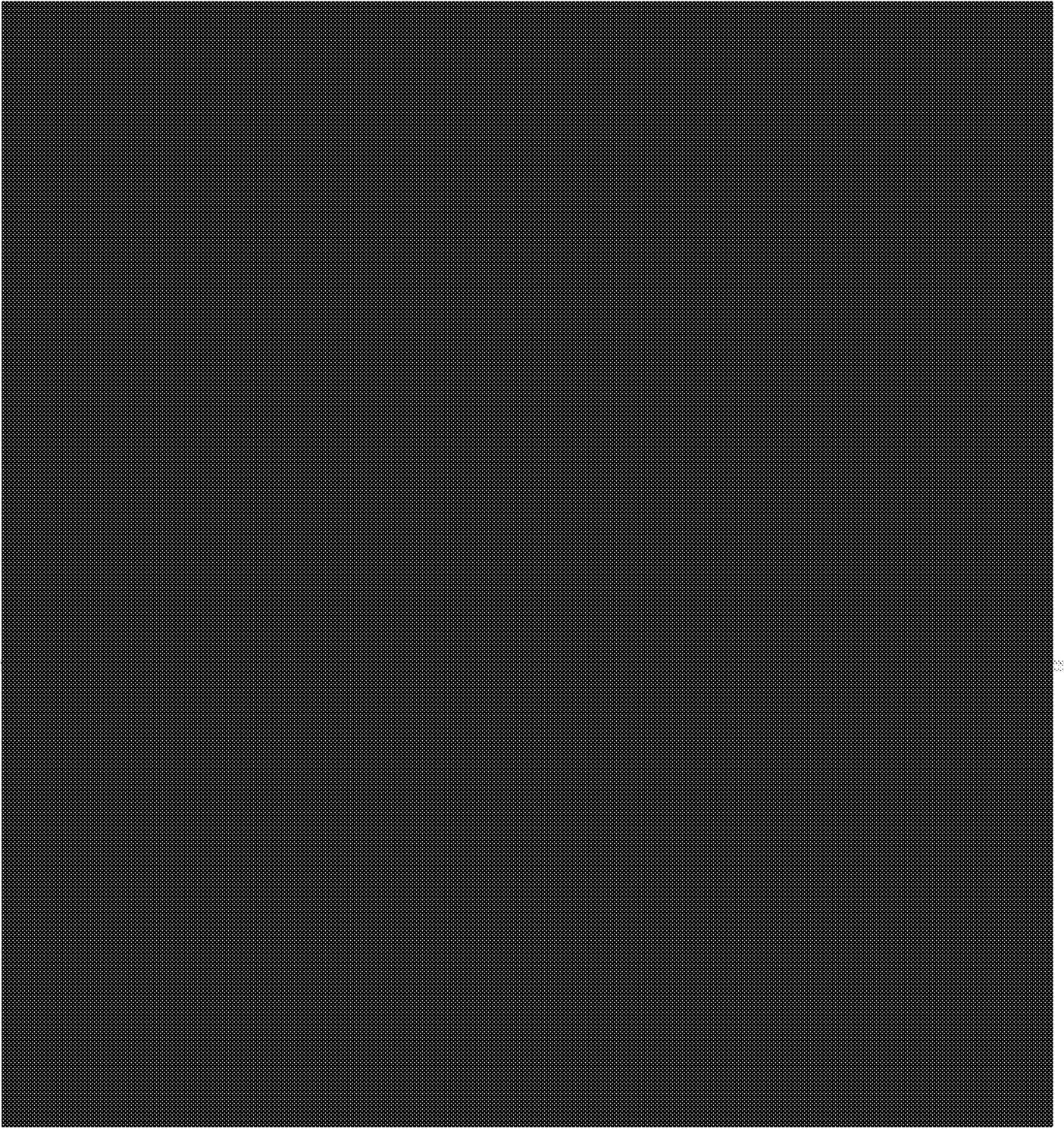
(e) Trademarks. The trademarks set forth in the Trademark Assignment (as defined in Section 15.2 below).

(f) Goodwill. 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

  
Purchaser

  
Seller

extent goodwill and such tangible items are exclusively and solely related to Hoppers Restaurant and the Sizzler Restaurant.



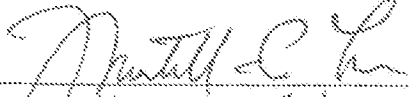
*[Signature]*  
Purchaser

*[Signature]*  
Seller

DATED as of the Effective Date.

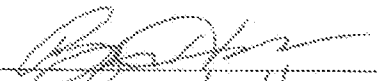
SELLER:

Sizzling Platter, LLC  
a Nevada limited liability company

By:   
Name: Dennis C. Low  
Its: Owner

PURCHASER:

HP Management Group, LLC  
a Utah limited liability company

By:   
Name: Brandon Hargett  
Its: Member