

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CWH Company, LLC		07/25/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lazy Dog Restaurants, LLC		
Street Address:	7777 Center Avenue		
Internal Address:	Suite 500		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92647		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2892767	THE LAZY DOG CAFE	
Registration Number:	2888554	LAZY DOG CAFE	
Registration Number:	2885925	THE LAZY DOG CAFE	
CORRESPONDENCE DATA			
Fax Number:	2052445714		
<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:	205-458-5284		
Email:	ivincent@burr.com		
Correspondent Name:	India E. Vincent		
Address Line 1:	420 North 20th Street		
Address Line 2:	Suite 3400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	22249.5		
NAME OF SUBMITTER:	India E. Vincent		
SIGNATURE:	/india e vincent/		
DATE SIGNED:	07/21/2014		
Total Attachments: 4			

CH \$90.00 2892767

source=TM Assignment - CWH to Lazy Dog#page1.tif

source=TM Assignment - CWH to Lazy Dog#page2.tif

source=TM Assignment - CWH to Lazy Dog#page3.tif

source=TM Assignment - CWH to Lazy Dog#page4.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of July 25, 2013, is entered into by and between CWH Company, LLC, a California limited liability company (the "Assignor"), and Lazy Dog Restaurants, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of July 25, 2013, (the "Contribution Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire, receive and accept, all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on Exhibit A hereto, including all related common law rights with respect thereto (the "Trademarks") among other Contributed Intellectual Property Rights (as defined in the Contribution Agreement); and

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Further Assurances. Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, consistent with the terms of this Assignment and the Contribution Agreement, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall

constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

5. Governing Law. This Assignment and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules thereof.

6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

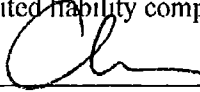
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

CWH Company, LLC,
a California limited liability company

By: _____



Name: Christopher Simms
Title: Chief Executive Officer

Acknowledged and
Accepted:

ASSIGNEE:

Lazy Dog Restaurants, LLC,
a Delaware limited liability company

By: _____


Name: Christopher Simms
Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

Mark	Serial No. / Registration No.	Registered Owner	Date Registered
The Lazy Dog Cafe (word mark)	76-518,325/2,892,767	CWH Company, LLC	10/12/2004
Lazy Dog Cafe (word mark)	76-523,116/2,888,554	CWH Company, LLC	09/28/2004
The Lazy Dog Cafe (logo)	76-522,899/2,885,925	CWH Company, LLC	09/21/2004