

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consilient Restaurants Holdings, LLC		10/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FSP Acquisition, LLC		
Street Address:	18900 Dallas Parkway, Suite 125		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75287-6922		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4658401	FIRESIDE PIES	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	8586785070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Nancy Ly		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	19440-0023001		
NAME OF SUBMITTER:	Kathy Wolfe, Paralegal		
SIGNATURE:	/kzw/		
DATE SIGNED:	01/22/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of October 17, 2014 (the "Effective Date"), between CONSILIENT RESTAURANTS HOLDINGS, LLC, a Delaware limited liability company ("Assignor"), and FSP ACQUISITION, LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor seeks to transfer the trademarks, registrations and trademark applications set forth on Schedule A hereto (the "Trademarks"), together with the goodwill of the business associated therewith, on the terms and conditions more particularly set forth in that certain Asset Purchase Agreement, dated as of July 30, 2014, by and among the Fireside Pies Legacy, LP, a Delaware limited partnership ("FPL"), Fireside Pies Grapevine, LLC, a Delaware limited liability company ("FPG"), Fireside Pies Inwood, LLC, a Delaware limited liability company ("FPI"), and Fine Stone Pies #1, L.P., a Texas limited partnership ("FSP" and together with FPL, FPG, and FPI, the "FSP Entities"), Consilient Restaurants, LP, Assignor and Assignee (the "Purchase Agreement").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of the Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith.

2. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, any official of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of laws principle or rule that would require the application of any other laws other than those of the State of Texas.

4. This Assignment supersedes and replaces any prior Trademark Assignments in their entirety made between Assignor (or its affiliate Consilient Restaurants, LP), on the one hand, and Assignee, on the other hand, with respect to the Trademarks. Any prior Trademark Assignments made between Assignor (or its affiliate Consilient Restaurants, LP) and Assignee with respect to the Trademarks is null and void and of no further force or effect.

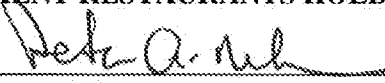
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

CONSILIENT RESTAURANTS HOLDINGS, LLC

By: 

Name: Peter A. Nelson

Its: Authorized Signatory

ASSIGNEE:

FSP ACQUISITION, LLC

By: _____

Name: Akash ("AI") Bhakta

Its: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

CONSILIENT RESTAURANTS HOLDINGS, LLC

By: _____
Name: Peter A. Nelson
Its: Authorized Signatory

ASSIGNEE:

FSP ACQUISITION, LLC

By: _____
Name: Akash ("A") Bhakta
Its: Manager

[Signature Page to Trademark Assignment]

Schedule A

Trademarks

Application No. 86/048,275 for "FIRESIDE PIES" filed with the United States Patent and Trademark Office on or about August 26, 2013.