

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331835

<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>
Norm's Restaurants		12/19/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Norms Restaurants, LLC		
<b>Street Address:</b>	17904 Lakewood Boulevard		
<b>City:</b>	Bellflower		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90706		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3969950	BIGGER BETTER BREAKFAST	
<b>Registration Number:</b>	4658288	WHERE LIFE HAPPENS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125750671		
<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>	212-790-9200		
<b>Email:</b>	trademark@cll.com, mx@ccl.com		
<b>Correspondent Name:</b>	Maryann E. Licciardi		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Cowan, Liebowitz & Latman, P.C.		
<b>Address Line 4:</b>	New York, NEW YORK 10036-6799		
<b>ATTORNEY DOCKET NUMBER:</b>	28386.002/MEL/MXE		
<b>NAME OF SUBMITTER:</b>	Maryann E. Licciardi		
<b>SIGNATURE:</b>	/Maryann E. Licciardi/		
<b>DATE SIGNED:</b>	02/11/2015		
<b>Total Attachments: 11</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”) is entered into as of December 19, 2014, by Norm’s Restaurants, a California corporation (“Norm’s”), Norm’s La Cienega, a California corporation, Alnor Co., a California corporation, Select Industries, Inc., a California corporation, M.M.J. Corporation, a California corporation, and Norm’s Santa Monica, a California partnership (collectively, “Assignor”). Capitalized terms not defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

**RECITALS**

A. WHEREAS, Assignor and CapitalSpring Finance Company, LLC, a Delaware limited liability company (“CapitalSpring”), are parties to that certain Amended and Restated Asset Purchase Agreement, dated as of December 16, 2014, by and among Assignor, the equityholders of Assignor, Norm’s, as Seller Representative, and CapitalSpring (the “Purchase Agreement”), pursuant to which CapitalSpring has agreed to purchase, and Assignor has agreed to sell, assign, transfer, convey and deliver all of Assignor’s right, title and interest in, to and under all of the Purchased Assets to CapitalSpring or its permitted assignee.;

B. WHEREAS, In connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor is required to transfer all of its right, title and interest in and to the Intellectual Property Assets to CapitalSpring or its permitted assignee. CapitalSpring has assigned its rights under the Purchase Agreement to its Affiliate, Norms Restaurants, LLC, a Delaware limited liability company (“Assignee”).

**AGREEMENT**

1. Assignment. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to all of the Intellectual Property Assets owned by Assignor, including, without limitation, the Intellectual Property Assets set forth on Exhibit A attached hereto (the “Assigned Intellectual Property Assets”) and the registrations or pending applications therefor, together with all common law rights, trade name rights, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the business and operations of the Business associated with such Intellectual Property Assets.

2. Assignor’s Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment had not been made.

3. Rights to Record. Assignor hereby grants Assignee power of attorney to file this Intellectual Property Assignment before the United States Patents and Trademarks Office, and any country or countries foreign to the United States, if and where applicable, to effect the assignment of Assigned Intellectual Property Assets hereunder in the name of the Assignee.

4. Conflicts and Inconsistencies. This Intellectual Property Assignment is executed and delivered by Assignor pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions herein and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. Further Assurances. In case at any time after the date hereof any further actions are necessary or desirable to carry out the purposes of this Intellectual Property Assignment, Assignor shall, and shall cause its Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by the Purchase Agreement.

6. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any Action arising out of or based upon this Intellectual Property Assignment, shall be resolved in accordance with the terms set forth in Sections 10.10, 10.11 and 10.12 of the Purchase Agreement.

7. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns. Neither Assignee, on the one hand, nor Assignor, on the other, may assign its rights or obligations hereunder without the prior written consent of the other. No assignment shall relieve the assigning party of any of its obligations hereunder.


8. Counterparts. This Intellectual Property 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 Intellectual Property Assignment delivered by facsimile, e-mail (with scan attachment) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

[SIGNATURE PAGE FOLLOWS]

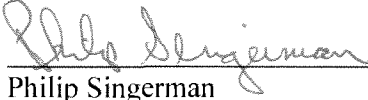
IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

“ASSIGNOR”

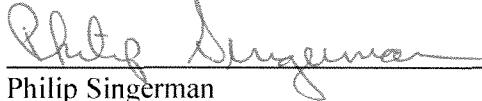
NORM’S RESTAURANTS

  
\_\_\_\_\_  
Philip Singerman  
President

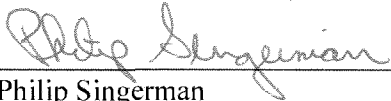
NORM’S LA CIENEGA

  
\_\_\_\_\_  
Philip Singerman  
President

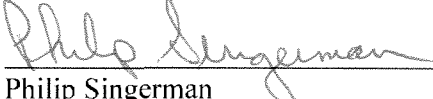
ALNOR CO.

  
\_\_\_\_\_  
Philip Singerman  
President

SELECT INDUSTRIES, INC.

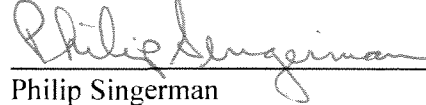
  
\_\_\_\_\_  
Philip Singerman  
President

M.M.J. CORPORATION

  
\_\_\_\_\_  
Philip Singerman  
President

NORM'S SANTA MONICA  
By its partners

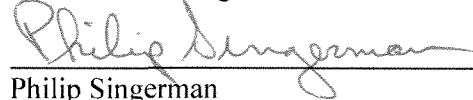
Norm's Restaurants



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Philip Singerman  
President

Norm's La Cienega



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Philip Singerman  
President

**Exhibit A**

**Intellectual Property Assets**

1. Assignor transfers to Assignee, irrevocably and on a quitclaim basis, any and all rights or license it may have, if any, in Norman Roybark's name and likeness, for use in connection with the Business. Assignor makes no representation and warranty with respect to such likeness, (except that Assignor has not transferred any rights in same to any third party) or, to the extent that any use of Norman Roybark's name differs from the other Intellectual Property Assets transferred, to such name.
2. Assignor's unregistered copyrights in its cash receipt program, sales monitoring program and Select Inventory Programming software.
3. Assignor's common law trademark rights in its corporate names, including, without limitation, NORM'S RESTAURANT.
4. Assignor's common law trademark rights in its domain names, including, without limitation, Normsrestaurants.com, to the extent such rights exist under applicable Law.
5. Assignor's common law trademark rights in its logos, including, without limitation, those attached hereto as Annex A and any past logos, to the extent trademark rights exist in such logos and to the extent Assignor owns any such rights under applicable Law.
6. Assignor's common law trademark rights in its slogans, social media avatars, color schemes, banners and all symbols, images, or devices, or any combination thereof, to the extent they distinguish the Business' goods and services from those of others' and identify the Assignor as the source of such goods and services.
7. To the extent Assignor owns any such rights under applicable Law, any trade dress rights in Assignor's restaurants and packaging.
8. Assignor's trademark registrations listed below:

9. Mark	Jurisdiction	Registration/Application Number	Registrant
BIGGER BETTER BREAKFAST	U.S.	3969950	Norm's
WHERE LIFE HAPPENS*	U.S.	85/763745	Norm's

\*This trademark was published on October 7, 2014, but has not yet been registered.