

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

|   |  |                                      |                                   |
|---|--|--------------------------------------|-----------------------------------|
| <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>                |
| Modern Hospitality Systems, LLC   |  | 12/29/2014                           | LIMITED LIABILITY COMPANY: NEVADA |
| <b>RECEIVING PARTY DATA</b>   |  |                                      |                                   |
| <b>Name:</b>  | Eureka Restaurant Group, LLC                       |                                      |                                   |
| <b>Street Address:</b>  | 12101 Crenshaw Blvd. # 400                         |                                      |                                   |
| <b>City:</b>  | Hawthorne  |                                      |                                   |
| <b>State/Country:</b>   | CALIFORNIA   |                                      |                                   |
| <b>Postal Code:</b>   | 90250  |                                      |                                   |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: DELAWARE                |                                      |                                   |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                                      |                                   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                     |                                   |
| <b>Serial Number:</b>   | 86258059   | EUREKA! DISCOVER AMERICAN CRAFT      |                                   |
| <b>Serial Number:</b>   | 85583473   | EUREKA! GOURMET BURGERS & CRAFT BEER |                                   |
| <b>Serial Number:</b>   | 86491736   | EAT DRINK AMERICAN                   |                                   |
| <b>CORRESPONDENCE DATA</b>  |  |                                      |                                   |
| <b>Fax Number:</b>  | 4152687522   |                                      |                                   |
| <b>Email:</b>   | bkemp@mofo.com                                     |                                      |                                   |
| <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>Correspondent Name:</b>  | Lynn Humphreys   Morrison & Foerster LLP           |                                      |                                   |
| <b>Address Line 1:</b>  | 425 Market Street                                  |                                      |                                   |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94105-2482               |                                      |                                   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 73746-6000000                                      |                                      |                                   |
| <b>NAME OF SUBMITTER:</b>   | Lynn M. Humphreys                                  |                                      |                                   |
| <b>Signature:</b>   | /Lynn M. Humphreys/                                |                                      |                                   |

|  |            |
|--|------------|
| <b>Date:</b>   | 02/19/2015 |
| <b>Total Attachments: 5</b><br>source=U.S. Assignment of Trademarks (executed)#page1.tif<br>source=U.S. Assignment of Trademarks (executed)#page2.tif<br>source=U.S. Assignment of Trademarks (executed)#page3.tif<br>source=U.S. Assignment of Trademarks (executed)#page4.tif<br>source=U.S. Assignment of Trademarks (executed)#page5.tif |            |
| <b>RECEIPT INFORMATION</b>   |            |
| <b>ETAS ID:</b>  | TM332654   |
| <b>Receipt Date:</b>   | 02/19/2015 |
| <b>Fee Amount:</b>   | \$90       |

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment"), dated as of December 29, 2014, is entered into by and among Modern Hospitality Systems, LLC, a Nevada limited liability company ("Assignor") and Eureka Restaurant Group, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of December 29, 2014, (the "Contribution Agreement"), pursuant to which Assignor has agreed to assign, transfer, convey and deliver to Assignee, and Assignee has agreed to 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"); and

WHEREAS, in order to effect the assignment of the Trademarks, Assignor desires to enter into this Assignment to assign, transfer, convey and deliver to Assignee, and Assignee desires to enter into this Assignment to accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

WHEREAS, Assignor is assigning the Trademarks as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060.

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 assign, transfer, convey and deliver unto Assignee, and Assignee hereby accepts, 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. Third-Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Assignment does not confer any such rights, upon any other person.

4. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not and shall not be deemed to define or limit the provisions hereof.

5. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law of any jurisdiction, and if the rights or obligations of each party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws or rules that might otherwise govern under applicable principles of conflicts of laws thereof.

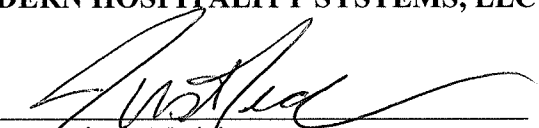
7. Facsimile; Counterparts. This Assignment may be executed manually, by electronic transmission, or by facsimile by the parties hereto and in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

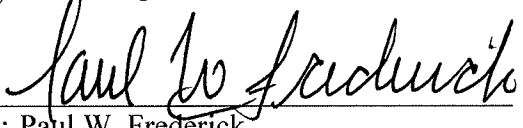
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, have executed this Assignment or caused this Agreement to be executed by their duly authorized representatives, all as of the date first written above.

ASSIGNOR:

**MODERN HOSPITALITY SYSTEMS, LLC**

By:   
Name: Justin B. Nedelman  
Title: Co-Manager

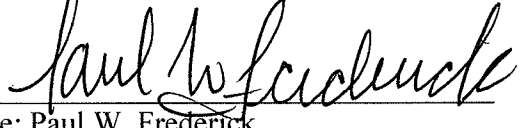
By:   
Name: Paul W. Frederick  
Title: Co-Manager

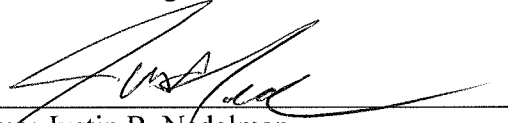
ACKNOWLEDGED AND  
ACCEPTED BY:

ASSIGNEE:

**EUREKA RESTAURANT GROUP, LLC**

**BY: MODERN HOSPITALITY  
SYSTEMS, LLC, ITS MANAGER**

By:   
Name: Paul W. Frederick  
Title: Co-Manager

By:   
Name: Justin B. Nedelman  
Title: Co-Manager



SIGNATURE PAGE  
TO  
ASSIGNMENT OF TRADEMARKS

sf-3499065

**TRADEMARK  
REEL: 005464 FRAME: 0147**

**EXHIBIT A TO ASSIGNMENT OF TRADEMARKS**

| <b>Mark</b>  | <b>Jurisdiction / Serial No. / Registration No.</b>       | <b>Registered Owner / Applicant</b>    | <b>Application Date / Registration Date</b>                                     | <b>Status</b>   |
|--|---|--|---|---|
| <p>EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED)</p>  <p>Class 43</p>   | <p>United States of America<br/>Serial No: 86/258,059</p> | <p>Modern Hospitality Systems, LLC</p> | <p>Application Date: 04/21/2014</p>   | <p>Pending - Office Action issued<br/>Office Action Response Deadline: 02/02/2015</p> |
| <p>EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED)</p>  <p>Class 43</p>   | <p>China<br/>Application No: 15541910</p>                 | <p>Modern Hospitality Systems, LLC</p> | <p>Application Date: October 21, 2014<br/>Priority Date Claimed: 04/21/2014</p> | <p>Filed</p>  |
| <p>EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED)</p>  <p>Class 43</p> | <p>Hong Kong<br/>Application No. 303168225</p>            | <p>Modern Hospitality Systems, LLC</p> | <p>Application Date: October 16, 2014<br/>Priority Date Claimed: 04/21/2014</p> | <p>Filed</p>  |
| <p>EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED)</p>  <p>Class 43</p> | <p>European Community<br/>Application No. 013369211</p>   | <p>Modern Hospitality Systems, LLC</p> | <p>Application Date: October 16, 2014<br/>Priority Date Claimed: 04/21/2014</p> | <p>Pending</p>  |
| <p>EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED)</p>  <p>Class 43</p> | <p>Japan<br/>Application No. 2014-087716</p>              | <p>Modern Hospitality Systems, LLC</p> | <p>Application Date: October 17, 2014<br/>Priority Date: 04/21/2014</p>         | <p>Filed</p>  |

| Mark   | Jurisdiction / Serial No. / Registration No.      | Registered Owner / Applicant    | Application Date / Registration Date | Status                 |
|--|---|---------------------------------|--------------------------------------|------------------------|
| EUREKA! GOURMET BURGERS & CRAFT BEER<br>Class 43   | United States of America<br>Serial No: 85/583,473 | Modern Hospitality Systems, LLC | Application Date: 03/29/2012         | Pending –Suspended ITU |
| EUREKA! BURGER   | California (State)<br>Registration No: 67354      | Modern Hospitality Systems, LLC | Registration Date: 07/18/2011        | Registered             |
| EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED)<br><br>Class 43 | California (State)<br>Registration No: 69670      | Modern Hospitality Systems, LLC | Registration Date: 12/15/2014        | Registered             |
| EAT DRINK AMERICAN & DESIGN<br><br>Class 43              | United States of America<br>Serial No: 86/491,736 | Modern Hospitality Systems, LLC | Application Date: 12/29/2014         | Filed                  |

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