

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351147

<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>
FRICASA, L.P.		08/11/2015	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Willie's Grill & Icehouse LLC		
<b>Street Address:</b>	500 Crescent Court, Ste. 250		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1982045	WILLIE'S GRILL & ICEHOUSE GREAT FOOD - C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136515246		
<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>	713-651-5567		
<b>Email:</b>	annie.aymond@nortonrosefulbright.com		
<b>Correspondent Name:</b>	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
<b>Address Line 1:</b>	1301 MCKINNEY STREET		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	FRICASA/WILLIE'S 11411297		
<b>NAME OF SUBMITTER:</b>	Annie Aymond		
<b>SIGNATURE:</b>	/Annie Aymond/		
<b>DATE SIGNED:</b>	08/12/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made on August 11, 2015, by FRICASA, L.P., residing at 319 Fox Hall Lane, Castle Hills, Texas 78213, a Texas limited partnership ("*Assignor*"), upon WILLIE'S GRILL & ICEHOUSE LLC, residing at 500 Crescent Court, Ste. 250, Dallas, Texas, 75201, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the trademark applications and/or registrations and all common law rights associated therewith listed on Schedule A attached hereto (the "*Marks*"), together with all the goodwill of the business symbolized by the Marks, and the right to sue for and enjoy any remedies related to past, present, and future infringement of the Marks (collectively, the "*Trademark Assets*").

NOW, THEREFORE, for good and valuable consideration specified in the Purchase and Contribution Agreement dated as of August 11, 2015 by and among Assignor, Assignee and the other parties thereto, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Trademark Assets;

AND for the same consideration, Assignor hereby covenants and agrees with Assignee, its successors, legal representatives and assigns that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done to effect the transfer of the Trademark Assets as contemplated by this Assignment;

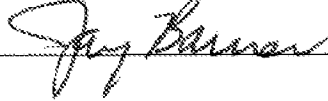
AND Assignor hereby grants Assignee or counsel therefor the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or Patent and Trademark Offices of other jurisdictions, for recordation of this document.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

**FRICASA, L.P.**

By: Frijoles Restaurants, Inc., its general partner

  
\_\_\_\_\_

Jay Barnes  
*President*

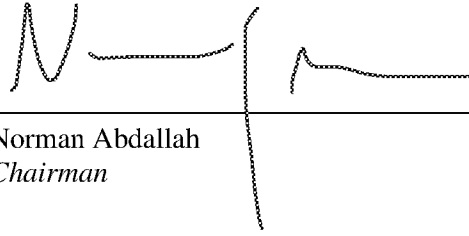
Date: August 11, 2015

[SIGNATURE PAGE -- TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 005598 FRAME: 0122**

**ASSIGNEE:**

**WILLIE'S GRILL & ICEHOUSE LLC**



A handwritten signature in black ink, appearing to read 'Norman Abdallah', is written over a horizontal line. The signature is stylized with a large 'N' and 'A'.

Norman Abdallah  
*Chairman*

**SCHEDULE A – TRADEMARK ASSETS**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
WILLIE'S GRILL & ICEHOUSE GREAT FOOD- COLDER BEER	United States	74601930	11/22/94	1982045	6/25/96

[SCHEDULE A – TRADEMARK ASSIGNMENT]