

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LITTLE WOODROW'S HOLDINGS, INC.		12/14/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	LITTLE WOODROW'S HOLDINGS-LW2, LLC		
Street Address:	3711 Briar Park		
Internal Address:	Suite 300		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4663364	LITTLE WOODROW'S	
CORRESPONDENCE DATA			
Fax Number:	8049167270		
<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:	804.916.7160		
Email:	trademarksri@leclairryan.com		
Correspondent Name:	Edward T. White / LeClairRyan		
Address Line 1:	919 East Main Street		
Address Line 2:	Twenty-Fourth Floor		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	49712.0001		
NAME OF SUBMITTER:	Edward T. White		
SIGNATURE:	/Edward T. White/		
DATE SIGNED:	01/13/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("*Agreement*"), dated as of December 14, 2015, is between Little Woodrow's Holdings, Inc., a Texas corporation ("*Assignor*"), and Little Woodrow's Holdings-LW2, LLC, a Delaware limited liability company ("*Assignee*") (Assignor and Assignee are sometimes collectively referred to as the "*Parties*" and sometimes individually referred to as a "*Party*"). This Agreement is being executed and delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, between Assignor and Assignee (the "*Purchase Agreement*"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the terms and provisions of the Purchase Agreement and the transactions contemplated thereby, Assignor desires to sell, transfer, assign, convey, and deliver to Assignee all of its rights, title and interest to, and Assignee desires to purchase and accept, each of the trademarks and service marks reflected on Exhibit A hereto (the "*Marks*");

NOW, THEREFORE, pursuant to the Purchase Agreement, and in consideration of the foregoing, the mutual agreements contained herein, and other 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. **Sale and Transfer of Marks.** Assignor hereby sells, transfers, assigns, and conveys to Assignee, and Assignee hereby purchases and accepts, the Marks that are shown on Exhibit A hereto together with the goodwill of the business symbolized by the Marks, and the USPTO applications for registration or registrations thereof, as the case may be, and all of Assignor's rights, title and interest in, to, and under, the Marks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either at law or in equity for past, present or future infringement of said Marks. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.
2. **Further Assurances.** Assignor and Assignee each agree that from and after the date of this Agreement, each of them will, and will cause their respective affiliates to, execute and deliver such further instruments of transfer and take such other action as may reasonably be requested by any party hereto to carry out the purposes and intents of this Agreement and the Purchase Agreement so that the transfer of the Marks to Assignee is recorded with the USPTO, including, without limitation, by completion, signature, response email, online actions, notarization and/or filing of all documents necessary to record such sale and transfer.
3. **Attorney in Fact.** Assignor hereby appoints Assignee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor, but on behalf and for the benefit of Assignee, to demand, collect, and receive for the account of Assignee all of the Marks hereby sold, assigned, transferred, and conveyed by Assignor to Assignee; to institute or prosecute, in the name of Assignor or otherwise, all Proceedings that Assignee may deem necessary or convenient in order to realize upon, affirm, or obtain title or possession of or to collect, assert, or enforce any claim, right, or title of any kind in or to the Marks hereby sold, assigned, transferred, and conveyed to Assignee or intended so to be; to defend and compromise any and all actions, suits, or Proceedings with respect to any of the Marks sold, assigned, transferred, and conveyed hereunder or intended so to be; and to do all such

legal acts and things in relation thereto as Assignee shall deem advisable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

4. **Relation to Purchase Agreement.** This Agreement is delivered pursuant to and is subject to the Purchase Agreement. Assignor and Assignee each agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall prevail. This Agreement, together with the Purchase Agreement and Exhibits and Schedules thereto, constitute the entire agreement of the Parties with respect to the subject matter hereof.

5. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to choice of law principles.

6. **Severability.** If any provision hereof is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.


7. **Miscellaneous.** This Agreement (a) may be modified only by a writing signed by each Party, (b) may be executed in counterparts, (c) is binding on the Parties and their successors, and assigns, and (d) is not to be construed against the Party primarily responsible for preparing this Agreement. There are no oral agreements between the Parties. Copies of manually executed signature page(s) to this Agreement that are faxed, or sent by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, will be fully binding and enforceable without the need for delivery of the manually executed signature page(s). Any Schedule or Exhibit referred to herein is incorporated by reference herein. The captions in this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement. Use of "herein," "hereof," "hereby" or similar terms refer to this Agreement as a whole. The reference to any gender shall be construed to include the masculine, feminine and neuter. Time is of the essence with respect to all of the obligations in this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

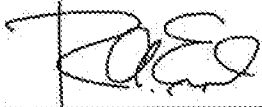
ASSIGNOR:

LITTLE WOODROW'S HOLDINGS, INC.

By: 
Name: Richard Engel
Title: President

ASSIGNEE:

LITTLE WOODROW'S HOLDINGS-LW2, LLC

By: 
Name: Richard Engel
Title: President

[Signature Page to Trademark Assignment -- LWHI]

TRADEMARK
REEL: 005708 FRAME: 0468

EXHIBIT A

<u>Trademark</u>	<u>Application Date and No.</u>	<u>Registration Date and No.</u>	<u>Status</u>
"Little Woodrow's" words only	May 19, 2014 86/285,256	December 30, 2014 4,663,364	Live