TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM368990

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	5	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LW/FE MANAGEMENT, LLC		12/22/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LITTLE WOODROW'S, 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: 3

Property Type	Number	Word Mark	
Serial Number:	86774534	FAST EDDIE'S	
Registration Number:	4308774	EDDY'S	
Registration Number:	2403140	FAST EDDIE'S BILLIARDS & NEIGHBORHOOD SA	

CORRESPONDENCE DATA

Fax Number: 8049167270

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.

Phone: 804.916.7160

Email: trademarksri@leclairryan.com **Correspondent Name:** Edward T. White / LeClairRyan

Address Line 1:919 East Main StreetAddress 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

THIS ASSIGNMENT (this "Assignment"), dated as of December 22, 2015, is by and between LW/FE Management, LLC ("LW/FE"), a Delaware limited liability company having a principal place of business at 3711 Briar Park, Suite 300, Houston, Texas 77042 and Little Woodrow's, LLC ("Little Woodrow's"), a Delaware limited liability company having a principal place of business at 3711 Briar Park, Suite 300, Houston, Texas 77042. Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Contribution Agreement dated as of December 22, 2015 by and between Little Woodrow's and LW/FE (as amended, supplemented, restated or otherwise modified from time to time, the "Contribution Agreement").

RECITALS

WHEREAS, LW/FE is the owner of those certain trademarks and the associated U.S. Trademark Registrations and Applications for the Marks identified at <u>Schedule A</u> (collectively the "<u>Marks</u>");

WHEREAS, Little Woodrow's desires to obtain for itself all right, title and interest that LW/FE may have in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

- 1. <u>Assignments</u>. LW/FE hereby assigns to Little Woodrow's its entire right, title and interest in and to the Marks, including the goodwill of the business symbolized by the Marks and the registrations for the Marks, and including all common-law and other rights in the Marks, all claims, demands, and causes for action, both at law and in equity, that LW/FE may have, or may hereafter acquire, on account of any infringement of the Marks prior to the date hereof, and does hereby empower Little Woodrow's, and its successors in interest, to sue for and collect the same, to its and their own absolute use.
- 2. <u>Further Assurances</u>. Each party hereby agrees from time to time after delivery of this Assignment to do, execute, acknowledge and deliver or to cause to be done, executed, acknowledged and delivered such further transfers, assignments, conveyances and assurances as may be reasonably requested by the other party in order to effect the full assignment, transfer and assumption, as applicable, of the Marks as set forth herein.
- 3. <u>Waivers</u>. None of the provisions in this Assignment may be waived, changed or altered except in a writing signed by all of the parties hereto.
- 4. <u>Governing Law.</u> THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.

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5. <u>Counterparts</u>; <u>Facsimile</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Assignment may be executed and delivered by facsimile transmission or by electronic mail, and a facsimile or electronic copy of this Assignment or of a signature of a party will be effective as an original.

[Signature Page Follows]

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

LW/FE:

LW/FE MANAGEMENT, LLC

Name: Robert W. Wilson

Title: President and Chief Executive Officer

LITTLE WOODROW'S:

LITTLE WOODROW'S, LLC

Name: Robert W. Wilson

Title: Chief Executive Officer

[Signature Page to the Trademark Assignment]

Schedule A

TRADEMARK	COUNTRY	APP NO./ DATE	REG. NO./ DATE	GOODS / SERVICES INTERNATIONAL CLASS
EDDY'S	US	85/690,036	4,308,774	Class 43: Bar services
		07/30/2012	03/26/2013	
FAST EDDIE'S	US	75/459,239	2,403,140	Class 41: Billiard Parlor Services
BILLIARDS &				
NEIGHBORHOOD		03/30/1998	11/14/2000	Class 42: Restaurant and Bar
SALOON				Services
FAST EDDIE'S	US	86/774,534		Class 42: Restaurant and bar
				services
		10/01/2015		

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RECORDED: 01/13/2016