

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900350279
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LITTLE WOODROW'S HOLDINGS - LW2, LLC		12/22/2015	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	LW3,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

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 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:	02/03/2016

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (this "Assignment"), dated as of December 22, 2015, is by and among Little Woodrow's Holdings – LW2, LLC ("LWH – LW2"), a Texas limited liability company having a principal place of business at 3711 Briar Park, Suite 300, Houston, Texas 77042, LW3, LLC ("LW3"), a Delaware limited liability company having a principal place of business at 3711 Briar Park, Suite 300, Houston, Texas 77042, 2LW, LLC ("2LW"), 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.

RECITALS

WHEREAS, LWH – LW2 is the owner of those certain trademarks and the associated U.S. Trademark Registrations and Applications for the Marks identified at Schedule A (collectively the "Marks");

WHEREAS, LW3 desires to (i) obtain for itself all right, title and interest that LWH – LW2 may have in and to the Marks and (ii) in turn assign such right, title and interest to 2LW;

WHEREAS, 2LW desires to (i) obtain for itself all right, title and interest that LW3 may have in and to the Marks and (ii) in turn assign such right, title and interest to Little Woodrow's; and

WHEREAS, Little Woodrow's desires to obtain for itself all right, title and interest that 2LW 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. Assignments.

- (a) LWH – LW2 hereby assigns to LW3 its entire right, title and interest in and to the Marks.
- (b) Immediately on obtaining all right, title and interest in and to the Marks from LWH – LW2, LW3 hereby assigns to 2LW its entire right, title and interest in and to the Marks.
- (c) Immediately on obtaining all right, title and interest in and to the Marks from LW3, 2LW hereby assigns to Little Woodrow's its entire right, title and interest in and to the Marks.
- (d) The parties acknowledge and agree that each of the foregoing assignments shall include the goodwill of the business symbolized by the Marks and the

registrations for the Marks, and includes all common-law and other rights in the Marks, all claims, demands, and causes for action, both at law and in equity, that assignor may have, or may hereafter acquire, on account of any infringement of the Marks prior to the date hereof, and does hereby empower assignee, and its successors in interest, to sue for and collect the same, to its and their own absolute use.

2. Further Assurances. 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. Waivers. 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. Governing Law. 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.

5. Counterparts; Facsimile. 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.

LWH -- LW2:

LITTLE WOODROW'S HOLDINGS -- LW2,
LLC

By: LW3, LLC,
its sole Member

By: 2LW, LLC,
its sole Member

By: Little Woodrow's, LLC,
its sole Member

By: Robert W. Wilson
Name: Robert W. Wilson
Title: Chief Executive Officer

LW3:

LW3, LLC

By: 2LW, LLC,
its sole Member

By: Little Woodrow's, LLC,
its sole Member

By: Robert W. Wilson
Name: Robert W. Wilson
Title: Chief Executive Officer

2LW:

2LW, LLC

By: Little Woodrow's, LLC,
its sole Member

By: Robert W. Wilson
Name: Robert W. Wilson
Title: Chief Executive Officer

LITTLE WOODROW'S:

LITTLE WOODROW'S, LLC

By: Robert W. Wilson
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
Little Woodrow's	US	86285256 05/19/2014	4663364 12/30/2014	Class 43: Bar services