

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Blue Ribbon Holdings, LLC		01/25/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Newport M&E Holdings, LLC		
Street Address:	911 Wisconsin Avenue		
Internal Address:	Suite 203		
City:	Whitefish		
State/Country:	MONTANA		
Postal Code:	59937		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1957161	MAX & ERMA'S	
CORRESPONDENCE DATA			
Fax Number:	3146127682		
<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:	(314) 444-7600		
Email:	jgreenberg@lewisrice.com		
Correspondent Name:	John B. Greenberg		
Address Line 1:	600 Washington Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	John B. Greenberg, attorney		
SIGNATURE:	/John B. Greenberg/		
DATE SIGNED:	02/29/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 25, 2016, is entered into by and between American Blue Ribbon Holdings, LLC, a Delaware limited liability company ("Assignor") and Newport M&E Holdings LLC, a Delaware limited liability company ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement dated January 25, 2016 by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all Liens, all of its right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the Business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, Actions, whether known or unknown, past, present, or future, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly

authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Tennessee without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

* * * *

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IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

NEWPORT M&E HOLDINGS LLC

By: Newport Global Opportunities Fund I-A LP
Its: Sole Member

By: Newport Global Opportunities GP
I-A LLC
Its: General Partner

By: [Signature]
Name: TIMOTHY T. JANSZEN
Its: CEO

STATE OF _____)
COUNTY OF _____) ss:

On the 25th day of JANUARY in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared TIMOTHY T. JANSZEN, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

[Signature]
Notary Public



SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Design</u>	<u>Country/State</u>	<u>Serial No</u>	<u>Registration No</u>	<u>Registration Date</u>
GOOD NEIGHBOR REWARDS		United States	78/734519	3240715	5/8/2007
MAX & ERMA'S MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE		United States Ohio	78/756725 SM2587	3158244 SM2587	10/17/2006 3/8/1977
MAX & ERMA'S (Stylized)		United States	74/547115	1957161	2/20/1996
MAX & ERMA'S (Stylized)		United States	78/754164	3158132	10/17/2006
MAX & ERMA'S A BETTER TO EAT.		United States	77/698562	3730807	12/29/2009
MAX & ERMA'S FREE COOKIES WEDNESDAY FRESH BAKED! And Design		United States	85/247988	4026183	9/13/2011
MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE and Design		United States	73/106824	1085131	2/7/1978

<u>Trademark</u>	<u>Design</u>	<u>Country/State</u>	<u>Serial No</u>	<u>Registration No</u>	<u>Registration Date</u>
MAX & ERMA'S THE HOMETOWN FAVORITE		United States	86/026489	4542602	6/3/2014
THE PERFECT PAIR		United States	85/741126	4295822	2/26/2013

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