

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CE Restaurant Holdings, L.L.C.		02/05/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CE Acquisition, LLC		
Street Address:	675 Bering Drive		
Internal Address:	Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77057		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2802298	CAFE EXPRESS	
Registration Number:	2823067	CAFE EXPRESS	
Registration Number:	3059068	OASIS TABLE	
Registration Number:	4476245	FLUENT IN FRESH	
CORRESPONDENCE DATA			
Fax Number:	2146614926		
<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:	2149536926		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Baker Botts L.L.P. c/o Elizabeth Rucki		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Jill M. Errera		
SIGNATURE:	/Jill M. Errera/		
DATE SIGNED:	05/13/2016		
Total Attachments: 16			

CH \$115.00 2802298

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ASSET PURCHASE AGREEMENT

by and among

CE Acquisition, LLC (as "Buyer")

and

CE Restaurant Holdings, L.L.C.; CE Beverage Holdings, LLC

CE Houston, L.L.C.; CE Dallas, L.L.C.;

and

CE Austin Lamar, LLC (as "Sellers")

February 5, 2016

REDACTED

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of February 5, 2016, by and among:

- CE Acquisition, LLC, a Texas limited liability company ("Buyer");
- CE Restaurant Holdings, L.L.C. a Texas limited liability company ("CE Holdings");
- CE Beverage Holdings, LLC, a Texas limited liability company and a wholly-owned subsidiary of CE Holdings ("Beverage Holdings");
- CE Houston, L.L.C., a Texas limited liability company and a wholly-owned subsidiary of CE Holdings ("CE Houston");
- CE Dallas, L.L.C., a Texas limited liability company and a wholly-owned subsidiary of CE Holdings ("CE Dallas"); and
- CE Austin Lamar, LLC, a Texas limited liability company and a wholly-owned subsidiary of CE Holdings ("CE Austin" and, together with CE Holdings, CE Beverage Holdings, CE Houston, and CE Dallas, collectively the "Seller Group" and individually a "Seller").

The parties to this Agreement shall be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. The Seller Group is engaged in the business of owning and operating the casual food dining chain known as "Café Express" (the "Restaurant Business").

REDACTED

C. Upon the terms and conditions hereinafter set forth, the Sellers other than Beverage Holdings desire to sell to Buyer, and Buyer desires to acquire from such Sellers, all of such Sellers' assets used in the operation of the Restaurant Business, including all the Restaurant Units, but excluding the Excluded Assets (as defined below), and Beverage Holdings wishes to sell to Buyer or its designee and Buyer wishes to acquire or to have its designee acquire the outstanding capital stock of Beverage Inc.

TERMS AND PROVISIONS

In consideration of the premises and the mutual agreements and undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. PURCHASE AND SALE OF ASSETS; DEPOSIT

- 1.1 PURCHASE AND SALE OF ASSETS. At the Closing (as defined below), (a) each Seller other than Beverage Holdings shall sell, assign, transfer, convey and deliver to Buyer and Buyer shall accept and purchase all of such Seller's right, title and interest in and to all of the assets, properties and rights of such Seller, tangible and intangible, relating to the Restaurant Business (other than the Excluded Assets), including those assets, tangible and intangible, reflected in the Schedule of Purchased Assets attached hereto as Schedule 1.1A, together with all assets, properties and rights relating to the restaurant business that are acquired by such Sellers or any of them since the date of said Schedule 1.1A, less such assets, properties and rights as may have been disposed of since said date in the ordinary course of business, and (b) Beverage Holdings will sell, assign, transfer, convey and deliver to Buyer or its designee and Buyer will accept and purchase or will cause its designee to accept and purchase all issued and outstanding capital stock of Beverage Inc. (the items described in Clauses (a) and (b) above, collectively, the "Purchased Assets"), in each case free and clear of any and all mortgages, liens, security interests, pledges, charges or encumbrances of any nature whatsoever ("Liens").

REDACTED

REDACTED

Execution

Each of the Parties, by its duly authorized representative, has caused this Agreement to be executed on its behalf as of the date first set forth above.

BUYER:

CE Acquisition, LLC

By: _____

Henry Leonard
Chief Executive Officer

SELLERS:

CE Restaurant Holdings, L.L.C.

By: _____

Name (please print):
Title:

CE Beverage Holdings, L.L.C.

By: _____

Name (please print):
Title:

CE Houston, L.L.C.

By: _____

Name (please print):
Title:

CE Dallas, L.L.C.,

By: _____

Name (please print):
Title:

CE Austin Lamar, LLC,

By: _____

Name (please print):
Title:

REDACTED

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

REDACTED

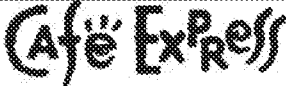

Schedule 1.1A
Purchased Assets

REDACTED

3. Items listed on Schedule 7.16 (Business
Intellectual Property) below.

REDACTED

Schedule 7.16
Business Intellectual Property

	Business Intellectual Property	Owner(s)	Comments
	<u>Trademarks</u>		
1.	 U.S. Reg. No. 2,802,298	CE Restaurant Holdings, L.L.C.	IC 043. US 100 101. G & S: restaurant services.
2.	 U.S. Reg. No. 2,823,067	CE Restaurant Holdings, L.L.C.	IC 043. US 100 101. G & S: restaurant services.
3.	OASIS TABLE U.S. Reg. No. 3,059,068	CE Restaurant Holdings, L.L.C.	IC 043. US 100 101. G & S: restaurant services. Will be renewed February 2016
4.	FLUENT IN FRESH U.S. Reg. No. 4,476,245	CE Restaurant Holdings, L.L.C.	IC 043. US 100 101. G & S: restaurant services.

REDACTED

REDACTED

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March 14, 2016 (this "Bill of Sale"), is made, executed and delivered by CE Acquisition, LLC, a Texas limited liability company ("Buyer"); CE Restaurant Holdings, L.L.C. a Texas limited liability company ("CE Holdings"); CE Beverage Holdings, LLC, a Texas limited liability company and a wholly-owned subsidiary of CE Holdings ("CE Beverage Holdings"); CE Houston, L.L.C., a Texas limited liability company and a wholly-owned subsidiary of CE Holdings ("CE Houston"); CE Dallas, L.L.C., a Texas limited liability company and a wholly-owned subsidiary of CE Holdings ("CE Dallas"); and CE Austin Lamar, LLC, a Texas limited liability company and a wholly-owned subsidiary of CE Holdings ("CE Austin" and, together with CE Holdings, CE Beverage Holdings, CE Houston, and CE Dallas, collectively the "Seller Group" or the "Sellers" and individually a "Seller").

Reference is made to that certain Asset Purchase Agreement, dated as of February 5, 2016, as amended by that certain First Amendment dated February 29, 2016 and Second Amendment dated March 11, 2016 (collectively, the "Purchase Agreement"), by and among the Seller Group and Buyer. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, on the date hereof, the Seller Group is transferring the Purchased Assets to Buyer.

WHEREAS, the execution and delivery of this Bill of Sale by each Seller is made pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Transfer**. Each Seller does hereby irrevocably and unconditionally sell, convey, assign, transfer and deliver to Buyer (the "Transfer") all of such Seller's right, title and interest in and to the Purchased Assets, subject only to the Assumed Liabilities. Buyer hereby accepts title to the Purchased Assets and assumes and undertakes to pay, satisfy or otherwise discharge the Assumed Liabilities.
2. **Excluded Assets**. Notwithstanding anything to the contrary contained herein, in no event shall any Seller transfer to Buyer any Excluded Assets.

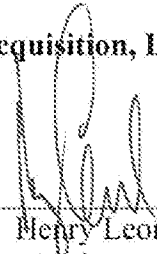
REDACTED

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IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

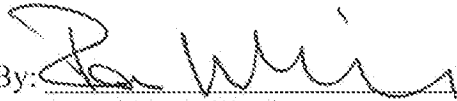
BUYER:

CE Acquisition, LLC

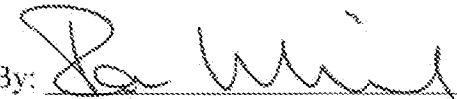
By:  _____
Henry Leonard
Chief Executive Officer

SELLERS:

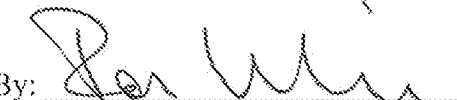
CE Restaurant Holdings, L.L.C.

By: 
Ronald E. Millard
President

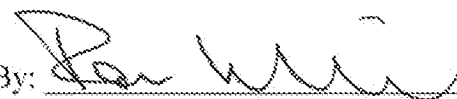
CE Beverage Holdings, L.L.C.

By: 
Ronald E. Millard
President


CE Houston, L.L.C.

By: 
Ronald E. Millard
President

CE Dallas, L.L.C.,

By: 
Ronald E. Millard
President

CE Austin Lamar, LLC.

By: 
Ronald E. Millard
Manager