# CH \$40.00 23377

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM400128

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Intellectual Property Assignment	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Angelo & Maxie's, LLC	FORMERLY A & M Acquisition, LLC	05/11/2011	Limited Liability Company: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Landry's Seafood House - North Carolina, Inc.		
Street Address:	1510 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: NORTH CAROLINA		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2337728	ANGELO AND MAXIE'S STEAKHOUSE

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: iprecordations@whitecase.com
Correspondent Name: Daniel Gold/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	09/28/2016

## **Total Attachments: 6**

source=IP Assignment - Angie & Maxie's, LLC assignment to Landry's Seafood House#page1.tif source=IP Assignment - Angie & Maxie's, LLC assignment to Landry's Seafood House#page2.tif source=IP Assignment - Angie & Maxie's, LLC assignment to Landry's Seafood House#page3.tif source=IP Assignment - Angie & Maxie's, LLC assignment to Landry's Seafood House#page4.tif source=IP Assignment - Angie & Maxie's, LLC assignment to Landry's Seafood House#page5.tif source=IP Assignment - Angie & Maxie's, LLC assignment to Landry's Seafood House#page6.tif

TRADEMARK REEL: 005886 FRAME: 0533

900379639

### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), is entered into as of May 11, 2011 (the "Effective Date"), by and between Angelo & Maxie's, LLC, a New York limited liability company, with an address at 233 Park Avenue South, New York, NY 10003 (the "Assignor") and Landry's Seafood House-North Carolina, Inc., a North Carolina corporation, having an address at 1510 West Loop South, Houston, Texas 77027 (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 9, 2011 (the "Agreement"), pursuant to which Assignor has agreed, among other things, to assign to Assignee all Intellectual Property (as defined in the Agreement) of Assignor; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledges, the parties agree as follows:

- 1. Subject to the terms and conditions of the Agreement and this Assignment, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, its successors and assigns all right, title and interest in and to all of the Intellectual Property of Assignor, including the Intellectual Property set forth on Schedule A attached hereto, throughout the world and all trademarks, and copyrights, if any, that are or may be granted thereon or embodied therein, and any and all applications, registrations, renewals and extensions of any of the Intellectual Property, together with the goodwill associated with and/or symbolized by the Intellectual Property and all common law rights in and to the Intellectual Property and the right to obtain future registrations thereof, and all rights, claims and privileges pertaining to the Intellectual Property, including, without limitation, all proceeds thereof and all causes of action, claims and demands and other rights for, or arising from the Intellectual Property, including, without limitation, the right to prosecute and maintain registrations and applications for the Intellectual Property and the right to sue and recover damages for past, present and future infringement of the Intellectual Property in the United States and in any country or countries foreign to the United States.
- Assignor agrees to and shall, without further consideration, execute and deliver, at the request of Assignee from time to time, all papers, instruments and assignments, and perform any other reasonable acts Assignee may require from time to time to effect fully this Assignment and vest in Assignee all of Assignor's right, title and interest in and to the Intellectual Property, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office (as applicable) and, with respect to any foreign rights included in or that may be applicable to the Intellectual Property, with any other applicable foreign or international office or registrar.
- 3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

TRADEMARK
REEL: 005886 FRAME: 0534

- 4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5. To the extent any provision herein is inconsistent with the Agreement, the provisions of this Assignment shall control.
- 6. By their signatures below, the parties hereto represent that they have full right, power and authority to enter into and perform under this agreement.

[Signature page on next page]

1286254-3

IN WITNESS THEREOF, the parties hereto are duly authorized to and do hereby execute this Assignment as of the Effective Date.

ANGELO & MAXIE'S, LLC

LANDRY'S SEAFOOD HOUSE- NORTH CAROLINA, INC

By: Reed Goldstein Name: Managing Member Title/

Qualified in Westchester County Commission Expires June 4, 18

By:

Name: Steven L. Scheinthal

Title: Executive Vice President & General

Counsel

Notarize: Swan to before ME BB 11th Day & May, 2011

PASTERNAK State of New York

Notarize:

IN WITNESS THEREOF, the parties hereto are duly authorized to and do hereby execute this Assignment as of the Effective Date.

ANGELO & MAXIE'S, LLC

LANDRY'S SEAFOOD HOUSE- NORTH CAROLINA, INC

By: \_\_\_\_\_

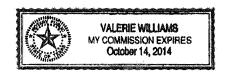
Name: Reed Goldstein
Title: Managing Member

Notarize:

By: Name: Steven L. Scheinthal

Title: Vice President

Notarize: (



### Schedule A

Domain Name:

www.angelo-maxies.com

1286254-3

<sup>&</sup>quot;Angelo and Maxie's" - Service Mark - Reg. No. 2091489

<sup>&</sup>quot;Angelo and Maxie's Steakhouse" and Design - Service Mark - Reg. No. 2337728

<sup>&</sup>quot;Generation 2 Steakhouse" - Service Mark - Reg. No. 2471598

<sup>&</sup>quot;Never 2 Hip" - Service Mark - Reg. No. 2469700

<sup>&</sup>quot;Get in the Mood" - Service Mark - Reg. No. 2567446

# **SCHEDULE**

# **Trademarks**

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ANGELO AND	App 75572348	App 19-OCT-	Reg 2337728	Reg 04-APR-2000
MAXIE'S		1998		
STEAKHOUSE				

**RECORDED: 09/28/2016** 

TRADEMARK REEL: 005886 FRAME: 0539