

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408069

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

CONVEYING PARTY DATA

~ LIMITED LIABILITY COMPANY

Name	Formerly	Execution Date	Entity Type
Last Call Guarantor, LLC		10/05/2016	Corporation : DELAWARE
Last Call Holding Co. I, Inc.		10/05/2016	Corporation: DELAWARE
Last Call Holding Co. II, Inc.		10/05/2016	Corporation: DELAWARE
Last Call Operating Co. I, Inc.		10/05/2016	Corporation: DELAWARE
Last Call Operating Co. II, Inc.		10/05/2016	Corporation: DELAWARE
F&H Restaurants IP, Inc.		10/05/2016	Corporation: DELAWARE
Champps Restaurants IP, Inc.		10/05/2016	Corporation: DELAWARE
KS Last Call, Inc.		10/05/2016	Corporation: KANSAS
MD Last Call, Inc.		10/05/2016	Corporation: MARYLAND

Ola
12/27/16

RECEIVING PARTY DATA

Name:	FEAD IP, LLC
Street Address:	12730 High Bluff Drive, Suite 250
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	Limited Liability Company: WYOMING
Name:	Fun Eats and Drinks LLC
Street Address:	12730 High Bluff Drive, Suite 250
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	Limited Liability Company: WYOMING

OP: \$415.00 3085454

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3085454	
Registration Number:	2208732	CHAMPPS
Registration Number:	2079548	CHAMPPS
Registration Number:	2053083	CHAMPPS AMERICANA
Registration Number:	1934801	CHAMPPS AMERICANA

Property Type	Number	Word Mark
Registration Number:	1936515	CHAMPPS
Registration Number:	1880959	CHAMPPS AMERICANA
Registration Number:	3314852	RED FOX AMBER ALE
Registration Number:	2740518	BAILEY'S SMOKEHOUSE & TAVERN
Registration Number:	3700264	FOX AND HOUND SPORTS, SPIRITS & FUN THE
Registration Number:	2946288	BAILEY'S PUB & GRILLE
Registration Number:	2191854	BAILEY'S SPORTS GRILLE
Registration Number:	2099517	FOX & HOUND
Registration Number:	2092808	SERIOUS FUN 7 BAILEY'S SPORTS GRILLE
Registration Number:	1935127	7 BAILEY'S SPORTS GRILLE
Registration Number:	4555525	FOX & HOUND SPORTS TAVERN

CORRESPONDENCE DATA

Fax Number: 3128637477

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: 312.201.3977

Email: tmapps@goldbergkohn.com

Correspondent Name: Oscar L. Alcantara, Esq.

Address Line 1: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7552.001
NAME OF SUBMITTER:	Oscar L. Alcantara
SIGNATURE:	/Oscar L. Alcantara/
DATE SIGNED:	12/07/2016

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), dated as of October 5, 2016, is made and entered into by and among FEAD IP, LLC, a Wyoming limited liability company (together with its permitted successors, designees and assigns, "FEAD IP"), Fun Eats and Drinks LLC, a Wyoming limited liability company (solely with respect to clauses 3 and 8, as "Buyer"), Last Call Guarantor, LLC ("Guarantor"), Last Call Holding Co. I, Inc., a Delaware corporation ("Holding I"), Last Call Holding Co. II, Inc., a Delaware corporation ("Holding II"), Last Call Operating Co. I, Inc., a Delaware corporation ("Operating I"), Last Call Operating Co. II, Inc., a Delaware corporation ("Operating II"), F&H Restaurants IP, Inc., a Delaware corporation ("F&H IP"), Champps Restaurants IP, Inc., a Delaware corporation ("Champps IP"), KS Last Call, Inc., a Kansas corporation ("KS Last Call"), and MD Last Call, Inc., a Maryland corporation ("MD Last Call," and together with Guarantor, Holding I, Holding II, Operating I, Operating II, F&H IP, Champps IP, KS Last Call and MD Last Call, "Sellers," and each individually, a "Seller"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of October 3, 2016 (the "Asset Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Acquired Assets including, without limitation, Sellers rights and benefits with respect to all trademarks and trademark applications owned by Sellers, each of which are set forth on Exhibit A attached hereto (collectively, the "Marks"), free and clear of all Liens (other than Permitted Liens); and

WHEREAS, pursuant to Section 9.5 of the Asset Purchase Agreement, Buyer has assigned to FEAD IP its rights under the Asset Purchase Agreement to receive the Intellectual Property (as defined in the Asset Purchase Agreement) owned by Sellers that is included in the Acquired Assets, provided that Buyer shall continue to remain liable for all of its obligations under the Asset Purchase Agreement; and

WHEREAS, Sellers desire to deliver to FEAD IP such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in FEAD IP all of Sellers' right, title and interest in and to the Intellectual Property included with the Acquired Assets, including the Marks.

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

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to FEAD IP all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Liens (other than Permitted Liens), and hereby instructs,

authorizes and directs the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record FEAD IP as assignee and owner of the Marks.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and FEAD IP and Buyer, and shall be binding upon each of Sellers and FEAD IP and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and FEAD IP, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and FEAD IP, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware, and applicable federal law, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware (or, where applicable, federal law), and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws.

8. Notwithstanding the assignment by Buyer to FEAD IP of its rights to receive the Intellectual Property owned by Sellers that is included in the Acquired Assets, Buyer acknowledges and agrees that Buyer shall remain liable for all of its obligations under the Asset Purchase Agreement.

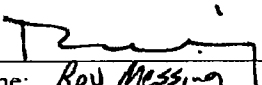
9. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

LAST CALL GUARANTOR, LLC
LAST CALL HOLDING CO. I, INC.
LAST CALL HOLDING CO. II, INC.
LAST CALL OPERATING CO. I, INC.
LAST CALL OPERATING CO. II, INC.
F&H RESTAURANTS IP, INC.
CHAMPPS RESTAURANTS IP, INC.
KS LAST CALL, INC.
MD LAST CALL, INC.

By 
Name: *Roy Messing*
Title: *Chief Restructuring Officer*

ASSIGNEE:

FEAD IP, LLC

By _____
Name:
Title:

FUN EATS AND DRINKS LLC
solely with respect to clauses 3 and 8

By _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

LAST CALL GUARANTOR, LLC
LAST CALL HOLDING CO. I, INC.
LAST CALL HOLDING CO. II, INC.
LAST CALL OPERATING CO. I, INC.
LAST CALL OPERATING CO. II, INC.
F&H RESTAURANTS IP, INC.
CHAMPPS RESTAURANTS IP, INC.
KS LAST CALL, INC.
MD LAST CALL, INC.

By _____
Name:
Title:

ASSIGNEE:

FEAD IP, LLC

By _____
Name: Michael R. Kelly
Title: Manager

FUN EATS AND DRINKS, LLC
solely with respect to clauses 3 and 8

By _____
Name: Michael R. Kelly
Title: Manager

EXHIBIT A

Trademark	Registration No.
Design	3085454
Champps Americana	1934801
Champps Americana	2053083
Champps Americana	1880959
Champps	2208732
Champps	2079548
Champps	1936515
Serious Fun 7 Bailey's Sports Grille	2092808
Red Fox Amber Ale	3314852
Bailey's Sports Grille	2191854
Fox and Hound Sports, Spirits & Fun The Best Party in Town	3700264
Fox & Hound	2099517
Bailey's Smokehouse & Tavern	2740518
Bailey's Pub & Grille	2946288
7 Bailey's Sports Grille	1935127
Fox & Hound Sports Tavern	4555525
Red Fox Amber (registered in Texas only)	800756256