

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FBR IP, LLC		02/21/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Twin Restaurant IP, LLC		
Street Address:	5151 Beltline Road, Suite 1200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86973191	THE ULTIMATE SPORTS LODGE	
Serial Number:	86973153	BEST KITCHEN IN SPORTS	
CORRESPONDENCE DATA			
Fax Number:	2149531121		
<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:	2149531181		
Email:	docket@hitchcockever.com		
Correspondent Name:	Elisabeth A. Evert		
Address Line 1:	P.O. Box 131709		
Address Line 4:	Dallas, TEXAS 75313-1706		
NAME OF SUBMITTER:	Elisabeth A. Evert		
SIGNATURE:	/Elisabeth A. Evert/		
DATE SIGNED:	02/22/2017		
Total Attachments: 4			
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OP \$65.00 86973191

ASSIGNMENT OF TRADEMARK AND RELATED RIGHTS

This Assignment of Trademark and Related Rights (this "Agreement"), dated as of 2/21/17 (the "Effective Date"), is made by and between FBR IP, LLC ("Assignor"), a Texas limited liability company having an address of 5151 Beltline Road, Suite 1200, Dallas, Texas 75254, and Twin Restaurant IP, LLC ("Assignee"), a Delaware limited liability company having an address of 5151 Beltline Road, Suite 1200, Dallas, Texas 75254.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark THE ULTIMATE SPORTS LODGE adopted and used in connection with "Restaurant, bar and catering services," including but not limited to U.S. Trademark Application No. 86/973191 for THE ULTIMATE SPORTS LODGE, filed on April 12, 2016 in International Class 043; and all associated copyrights, domain names, common law rights and appurtenant goodwill of the business symbolized by the Mark;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark BEST KITCHEN IN SPORTS adopted and used in connection with "Restaurant, bar and catering services," including but not limited to U.S. Trademark Application No. 86/973153 for BEST KITCHEN IN SPORTS, filed on April 12, 2016 in International Class 043; and all associated copyrights, domain names, common law rights and appurtenant goodwill of the business symbolized by the Mark;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks and all associated common law rights and goodwill of the business symbolized by same; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

I. SALE AND ASSIGNMENT OF THE IP ASSETS.

- A. Assignor, by these presents, sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the IP Assets, including but not limited to the right to sue for and to collect past damages and receive injunctive relief, together with all common law rights and the goodwill of the business symbolized by the IP Assets, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.
- B. Assignor hereby agrees to execute all documents necessary to effect the sales and transfers contemplated herein, including the Recordable Assignment of Trademark Rights attached hereto as Exhibit B.

II. NON-INTERFERENCE. Assignor agrees that at no time will it challenge, or cause to be challenged, or assist any other person or entity to challenge (i) Assignee's ownership in and to the IP Assets, the associated common law rights, or the appurtenant goodwill of the business, or (ii) Assignee's right to use the IP Assets in connection with any goods and/or services. Assignor agrees to cause each of its owners to comply with each of the covenants set forth in this Section III.

III. RELATIONSHIP OF PARTIES. Nothing in this Agreement nor anything done by any party to this Agreement in the discharge of its obligations hereunder shall be deemed to constitute any party being the agent of any other party in any sense.

IV. CHOICE OF LAW AND FORUM. This Agreement will be governed by the laws of the State of Texas without regard to its conflicts of laws principles and by the federal laws of the United States of America as appropriate. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought in a state or federal court sitting in Dallas, Texas.

V. SEVERABILITY. The parties to this Agreement agree that each and every paragraph, sentence, clause, term and provision of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other portions hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

VI. ENTIRE AGREEMENT, ETC. This writing constitutes the entire agreement and understanding between the parties hereto relating to the subject matter of this Agreement and shall supersede and replace all prior and contemporaneous agreements and understandings, written or oral, between the parties to this Agreement concerning such matters. Neither party has been induced to enter into this Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Agreement, any term sheets or other correspondence preceding the execution of this Agreement, or any prior course of dealing between the parties. No term or provision of this Agreement shall be varied or modified by any prior, contemporaneous or subsequent statement, conduct or act of the parties to this Agreement except that hereafter, the parties hereto may amend this Agreement by written instruments specifically referring to and executed in the same manner as this instrument. This Agreement and each of its provisions shall be interpreted according to the fair and common meaning of its terms and shall not be construed in favor of, or against, any of the parties hereto by reason of the extent to which any such party or his counsel participated in its drafting or by reason of the extent to which this Agreement or any such provision hereof is inconsistent with any prior draft hereof. In the event suit is brought to enforce or interpret this Agreement or any part hereof or the rights or obligations of any party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees to be fixed by the court.

VII. REMEDIES. No remedy specifically conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, each and every remedy shall be cumulative and shall be in addition to every other remedy conferred hereunder or now or hereafter existing at law, in equity, or by statute or otherwise, and the election by a party of one or more remedies shall not constitute a waiver of such party's right to pursue any other available remedy or remedies. As a consequence of the unique nature of the IP Assets, the parties agree that a monetary remedy for a breach of this Agreement will be inadequate, and that money damages will be impracticable and extremely difficult to prove, and further agree that such a breach would cause such party irreparable harm, and that in the event of such breach each party shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. Each party agrees that the other party shall be entitled to such relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting a bond or making any undertaking. Any such requirement of a bond or undertaking is hereby waived by both parties, and each party acknowledges that in the absence of such a waiver, a bond or undertaking might otherwise be required by the court.

VIII. COUNTERPARTS. This Agreement may be executed in counterparts, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first set forth above.

ASSIGNOR

FBR IP, LLC

By: 

Name: John B. Gessner

Title: General Counsel

Date: 2/21/17

ASSIGNEE

Twin Restaurant IP, LLC

By: 

Name: John B. Gessner

Title: General Counsel

Date: 2/21/17

TRADEMARK

REEL: 005995 FRAME: 0532

EXHIBIT B

RECORDABLE ASSIGNMENT OF TRADEMARK RIGHTS

This Recordable Assignment of Trademark Rights ("Assignment"), dated as of _____ (the "Effective Date"), is by and between FBR IP, LLC ("Assignor"), a Texas limited liability company having an address of 5151 Beltline Road, Suite 1200, Dallas, Texas 75254, and Twin Restaurant IP, LLC ("Assignee"), a Delaware limited liability company having an address of 5151 Beltline Road, Suite 1200, Dallas, Texas 75254.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Exhibit 1 hereto, including all U.S. trademark applications therefor (the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, as well as all goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the Marks, including the right to sue for and to collect past damages, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement to be effective as of the Effective Date.

ASSIGNOR

FBR IP, LLC

By: _____

Name: John B. Gessner

Title: General Counsel

Date: 2/21/17

ASSIGNEE

Twin Restaurant IP, LLC

By: _____

Name: John B. Gessner

Title: General Counsel

Date: 2/21/17

EXHIBIT 1: THE MARKS

<u>Mark</u>	<u>U.S. Trademark Application No.</u>
THE ULTIMATE SPORTS LODGE	86/973191
BEST KITCHEN IN SPORTS	86/973153