

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LRSBR, LLC		03/07/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	LUCY'S WORLDWIDE LLC		
Street Address:	Attn: Tim Spratt, Esq.		
Internal Address:	201 St. Charles Avenue, Suite 3915		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70170		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4223922	LUCY'S RETIRED SURFERS BAR & RESTAURANT	
Registration Number:	4223917	LUCY'S RETIRED SURFER'S BAR & RESTAURANT	
Registration Number:	2531740	RETIRED SURFERS BAR AND RESTAURANT	
Registration Number:	2503937	RETIRED SURFERS BAR AND RESTAURANT	
Registration Number:	2509810		
Registration Number:	3487245	SALT WATER WASH ONLY	
CORRESPONDENCE DATA			
Fax Number:	2252483109		
<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>			
Email:	hbrown@joneswalker.com		
Correspondent Name:	Adam N. Matasar		
Address Line 1:	Jones Walker LLP		
Address Line 2:	201 St. Charles Avenue, Suite 5100		
Address Line 4:	New Orleans, LOUISIANA 70170-5100		
NAME OF SUBMITTER:	Adam N. Matasar		
SIGNATURE:	/adam n. matasar/		
DATE SIGNED:	03/14/2017		

CH \$165.00 4223922

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into effective as of March 7, 2017 (the "Effective Date") between LUCY'S WORLDWIDE LLC, a Delaware limited liability company ("Assignee"), on the one hand, and LRSBR, L.L.C., a Louisiana limited liability company (together with its Affiliates, "Assignor"), and Bruce Rampick and Susan Rampick (collectively, the "Guarantors", and each a "Guarantor"), on the other hand. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in that certain Asset Purchase and Sale Agreement, dated as of the Effective Date (the "Asset Purchase Agreement"), by and between Assignee, Assignor and Guarantors.

WITNESSETH:

WHEREAS, Assignee, Assignor and Guarantors have entered into the Asset Purchase Agreement and the corresponding Bill of Sale, Assignment and Assumption Agreement, each dated as of the Effective Date (collectively, the "Purchase Agreement");

WHEREAS, pursuant to the terms of the Purchase Agreement, (a) Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Acquired Assets, and (b) Guarantors unconditionally and irrevocably guaranteed to Assignee the timely payment and performance by Assignor of all covenants, agreements and other obligations of Assignor under the Purchase Agreement and the other Transaction Documents (including this Assignment); and

WHEREAS, pursuant to the Purchase Agreement, as a subset of the Acquired Assets, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's rights, title and interest in and to the Intellectual Property, including but not limited to the Trademarks (as defined in Paragraph 1 below).

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Guarantors hereby agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, and effective as of the above Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property, including, without limitation:

(a) the marks set forth on Appendix A attached hereto and made a part hereof, whether unregistered or registered with the United States Patent and Trademark Office, and all common law rights therein, including, without limitation, all other trade names, trademarks, service marks, marks or terms (whether in the case of any of said trade names, trademarks, service marks, or terms: a word, combination of words or parts of words, letter or combination of letters, acronym, phrase, slogan, jingle, sound, image, animation, video, clip, color, color combination, trade dress (whether product packaging, product configuration or otherwise), web address, symbol, logo, design or otherwise) (collectively, the "Trademarks");

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(b) the restaurant and bar services in connection with a casual "surfer bar" style restaurant and bar rendered by Assignor or its Affiliates or licensees from time to time, including Lucy's and any other Restaurant (each, as defined in the Purchase Agreement), as services which may be associated with the Trademarks or the Restaurants;

(c) such services and merchandise or other goods and Assets (as defined in the Purchase Agreement) as designated by Assignor from time to time for use, sale, distribution or delivery in association with the Trademarks or the Restaurants;

(d) the system owned by Assignor, its Affiliates, and their respective successors and assigns and used by Assignor, its Affiliates, and their respective predecessors, licensees, successors and assigns and their respective franchisees or licensees (including, without limitation, any sub-franchisees or sub-licensees at any level), at any time, for (i) developing, marketing, advertising and operating all or any part of a casual "surfer bar" style restaurant and bar, including Lucy's and any other Restaurant, or other food or hospitality enterprise in association with the Trademarks, or (ii) making, selling, promoting, delivering and distributing goods (including, without limitation, prepackaged food items) and merchandise in association with the Trademarks or the Restaurants (collectively, the "System");

(e) all trade secrets relating to the Acquired Assets, Business (each, as defined in the Purchase Agreement), Lucy's or other Restaurants, Trademarks and/or the System, including, without limitation, all trade secrets relating to, or owned or used by Assignor, Guarantors, or its or their respective predecessors, licensees, franchisees, successors or assigns, at any time, for (i) developing, marketing, advertising and operating all or any part of a casual "surfer bar" style restaurant and bar, including Lucy's and any other Restaurant, or food or hospitality enterprise in association with the Trademarks, or (ii) making, selling, promoting, delivering and distributing goods (including, without limitation, prepackaged food items) and merchandise in association with the Trademarks or the Restaurants;

(f) the U.S., state and foreign trademark and service mark registrations, and trademark and service mark applications, associated with the Trademarks, including, without limitation, all common-law rights related to, and goodwill of the business associated with, the foregoing;

(g) any and all Claims (as defined in the Purchase Agreement) and causes of action, in law or in equity, for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(h) any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing, and the rights to file for United States or foreign registrations for the Trademarks and any renewals and extensions of such registrations; and

(i) any and all products and proceeds of the foregoing, including, but not limited, to all income, royalties and payments now or hereafter due or payable with respect to the Intellectual Property.

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2. **Incorporation; Conflict.** The terms of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to, the Intellectual Property are incorporated herein by this reference. Notwithstanding anything to the contrary contained herein, Assignor, Assignee and Guarantors hereby acknowledge and agree that the terms of this Assignment are subject to the terms, conditions and limitations set forth in the Purchase Agreement, and nothing contained in this Assignment will be deemed to supersede, modify, limit or amend the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement, or any of the rights, duties or obligations of Assignor, Assignee or Guarantors under the Purchase Agreement, this Assignment being intended only to further effect and implement the assignment and transfer of the Intellectual Property to Assignee, as contemplated by the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. **Successors and Assigns.** The provisions of this Assignment shall be binding upon and inure to the benefit of Assignee, Assignor and Guarantors, and their respective successors and permitted assigns.

4. **Governing Law.** This Assignment shall be governed and construed in all respects under the laws of the State of Louisiana (without regard to its conflict of laws rules).

5. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together will be deemed to be one and the same instrument, and may be executed by facsimile, electronic or emailed signatures, all of which will be considered original signatures.

[Signatures Appear on the Following Page]

Signature Page
Assignment of Intellectual Property
Asset Purchase Agreement
LRSBR, L.L.C. & Lucy's Worldwide LLC

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

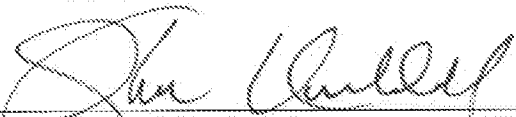
ASSIGNOR:

LRSBR, L.L.C.

By: 
Name: Bruce Rampick
Title: Manager

ASSIGNEE:

LUCY'S WORLDWIDE LLC

By: 
Name: John Kirkendoll
Title: Manager

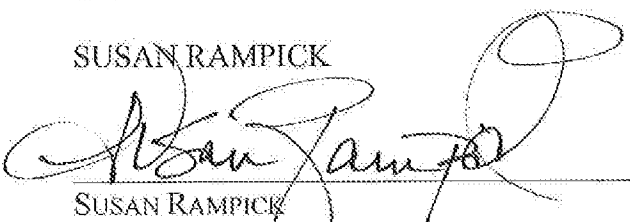
GUARANTOR:

BRUCE RAMPICK


BRUCE RAMPICK

GUARANTOR:

SUSAN RAMPICK


SUSAN RAMPICK

APPENDIX A

TRADEMARKS

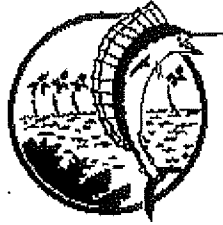
The term "Trademarks" as used in the Purchase Agreement and this Assignment includes the marks set forth below registered with the United States Patent and Trademark Office and all common law rights therein and unregistered marks set forth below and all common law rights therein, including without limitation:

- (a) U.S. Registration No. 4,223,922 for "Lucy's Retired Surfers Bar & Restaurant," together with a silhouette of a surfboard, for restaurant and bar services;
- (b) U.S. Registration No. 4,223,917 for LUCY'S RETIRED SURFER'S BAR & RESTAURANT for restaurant and bar services;
- (c) U.S. Registration No. 2,531,740 for RETIRED SURFERS BAR AND RESTAURANT for restaurant and bar services;
- (d) U.S. Registration N. 2,503,937 for RETIRED SURFERS BAR AND RESTAURANT for shirts and hats;
- (e) U.S. Registration No. 2,509,810 for a fish design for restaurant services;
- (f) U.S. Registration No. 3,487,245 for SALT WATER WASH ONLY for short-sleeved and long-sleeved t-shirts;
- (g) The word mark LUCY'S in any font, size, or color;
- (h) The word mark LUCY'S RETIRED SURFER'S BAR & RESTAURANT in any font, size, or color;
- (i) The word mark RETIRED SURFER'S BAR & RESTAURANT in any font, size, or color;
- (j) The word mark SALT WATER WASH ONLY in any font, size, or color;
- (k) The following design mark in any size or color



Appendix A
Assignment of Intellectual Property
Asset Purchase Agreement
LRSBR, L.L.C. & Lucy's Worldwide LLC

(l) The following design mark in any size or color



(m) The trade dress consisting of causal theme and beach or surfer bar and restaurant, as used for restaurant and bar services; and

(n) all state, federal, and foreign trademark and service mark applications and registrations filed or owned by Licensor or Licensor Affiliates, presently and in the future, anywhere in the world, and all common law rights therein, for any mark that is the same or confusingly similar to those set forth above.