

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM445680

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900422223

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ignite Restaurant Group, Inc.		08/29/2017	Corporation: DELAWARE
Ignite Restaurant Group - RSC LLC		08/29/2017	Limited Liability Company: DELAWARE
Ignite Restaurants - New Jersey, LLC		08/29/2017	Limited Liability Company: NEW JERSEY
Brick House Development, LLC		08/29/2017	Limited Liability Company: DELAWARE
JCS Monmouth Mall - NJ, LLC		08/29/2017	Limited Liability Company: DELAWARE
JCS Development, LLC		08/29/2017	Limited Liability Company: DELAWARE
Joe's Crab Shack, LLC		08/29/2017	Limited Liability Company: TEXAS
Joe's Crab Shack - Redondo Beach, Inc.		08/29/2017	Corporation: CALIFORNIA
Joe's Crab Shack - Anne Arundel MD, LLC		08/29/2017	Limited Liability Company: MARYLAND
Joe's Crab Shack - Maryland, LLC		08/29/2017	Limited Liability Company: MARYLAND
BHTT Entertainment, LLC		08/29/2017	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Landry's MCGA, Inc.
Street Address:	1510 W. Loop South
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3815051	BRICK HOUSE TAVERN + TAP
Registration Number:	3943731	BRICK HOUSE TAVERN + TAP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3815053	BRICK HOUSE TAVERN + TAP
Registration Number:	3349634	BRICK HOUSE SUBS
Registration Number:	4704955	DISPENSING HAPPINESS
Registration Number:	4523116	100% SHORE
Registration Number:	4456599	100% SHORE
Registration Number:	3069795	
Registration Number:	2419307	EAT CRABS. HAVE FUN!
Registration Number:	2125102	FREE CRABS TOMORROW
Registration Number:	2148694	FREE CRABS TOMORROW
Registration Number:	1972218	JOE'S CRAB SHACK
Registration Number:	3994982	JOE'S CRAB SHACK
Registration Number:	3994991	JOE'S CRAB SHACK
Registration Number:	3934052	JOE'S CRAB SHACK
Registration Number:	3999452	JOE'S CRAB SHACK
Registration Number:	3937064	JOE'S CRAB SHACK
Registration Number:	1980521	JOE'S CRAB SHACK
Registration Number:	1955196	JOE'S CRAB SHACK
Registration Number:	1917042	JOE'S CRAB SHACK AN EMBARRASSMENT TO ANY
Registration Number:	2075735	JOE'S CRAB SHACK NO VACANCY
Serial Number:	76182995	JOE'S SEAFOOD HOUSE
Registration Number:	2757177	JOE'S SEAFOOD SHACK
Registration Number:	2782406	JOE'S SHRIMP HOUSE
Registration Number:	2099152	PEACE LOVE & CRABS!
Registration Number:	2101214	PEACE LOVE & CRABS!
Registration Number:	2183259	SEAFOOD WITH AN ATTITUDE!
Registration Number:	4797136	BRICKHOUSEBREWERY

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 214-651-5000

Email: ipdocketing@haynesboone.com

Correspondent Name: Jeffrey A. Wolfson-Haynes and Boone LLP

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 23805.146

NAME OF SUBMITTER: Nance S. Pitzer

SIGNATURE: /nance s. pitzer/

DATE SIGNED:	10/03/2017
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444288

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ignite Restaurant Group, Inc.		08/29/2017	Corporation: DELAWARE
Ignite Restaurant Group - RSC LLC		08/29/2017	Corporation: DELAWARE
Ignite Restaurants - New Jersey, LLC		08/29/2017	Corporation: NEW JERSEY
Brick House Development, LLC		08/29/2017	Corporation: DELAWARE
JCS Monmouth Mall - NJ, LLC		08/29/2017	Corporation: DELAWARE
JCS Development, LLC		08/29/2017	Corporation: DELAWARE
Joe's Crab Shack, LLC		08/29/2017	Corporation: TEXAS
Joe's Crab Shack - Redondo Beach, Inc.		08/29/2017	Corporation: CALIFORNIA
Joe's Crab Shack - Anne Arundel MD, LLC		08/29/2017	Corporation: MARYLAND
Joe's Crab Shack - Maryland, LLC		08/29/2017	Corporation: MARYLAND
BHTT Entertainment, LLC		08/29/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Landry's MCGA, Inc.
Street Address:	1510 W. Loop South
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3815051	BRICK HOUSE TAVERN + TAP
Registration Number:	3943731	BRICK HOUSE TAVERN + TAP
Registration Number:	3815053	BRICK HOUSE TAVERN + TAP
Registration Number:	3349634	BRICK HOUSE SUBS
Registration Number:	4704955	DISPENSING HAPPINESS

OP \$715.00 3815051

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is effective as of August 29, 2017 (the "Effective Date"), by and among Ignite Restaurant Group, Inc. (a Delaware corporation); Ignite Restaurant Group – RSC LLC; Ignite Restaurants – New Jersey, LLC; Brick House Development, LLC; JCS Monmouth Mall – NJ, LLC; JCS Development, LLC (each a Delaware limited liability company); Joe's Crab Shack, LLC (a Texas limited liability company); Joe's Crab Shack – Redondo Beach, Inc. (a California corporation); Joe's Crab Shack – Anne Arundel MD, LLC; Joe's Crab Shack – Maryland, LLC (each a Maryland limited liability company); and BHTT Entertainment, LLC (a Texas limited liability company) (each an "Assignor" and, collectively, "Assignors") each having an address at 10555 Richmond Avenue, Houston, TX 77042, and Landry's MCGA, Inc., a corporation organized and existing under the laws of Nevada having an address at 1510 W. Loop South, Houston, Texas 77027 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated August 11 2017, by and among Landry's, Inc. (which assigned its interests therein to Assignee), and the Assignors (the "Purchase Agreement"), each Assignor agreed to assign, transfer and convey all of such Assignor's right, title and interest in and to all of such Assignor's Marks (as defined below) and related intellectual property rights, to Assignee;

WHEREAS, the Assignors are the owners of all right, title and interest in and to the purchased trademark rights, including its rights in and to any licensed Marks (as defined below) and related intellectual property rights and further including, but not limited to, the Assignor Marks listed in Schedule A; and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Purchase Agreement and intending to be legally bound hereby, Assignors and Assignee hereby acknowledge receipt of this and other valuable consideration and hereby agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. The terms of the Purchase Agreement shall not be superseded by the terms of this Agreement, but shall continue in full force and effect to the extent provided for in the Purchase Agreement. To the extent any terms and provisions of this Agreement are in any way inconsistent with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

2. Each Assignor hereby assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns or other legal representatives, all of its right, title and interest in and to the Intellectual Property Rights possessed by such Assignor, including (but only to the extent transferrable without the consent of a third party:

- a. trademarks (registered, unregistered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, and all indicia of source (subject to those restrictions under the Franchise Agreements) (the "Marks") including those listed in Schedule A, together with the goodwill associated therewith; and
- b. its domain name registrations, including those listed in Schedule A.

3. Assignee is to hold all right, title and interest in and to the Intellectual Property Rights as fully and exclusively as it would have been held and enjoyed by Assignors had the assignment herein not been made.

- a. Each Assignor expressly waives any right to contest, and to assist any third party in contesting, directly or indirectly, Assignee's ownership of the Intellectual Property Rights, including in any claim, action, arbitration, suit, inquiry or proceeding.
- b. Each Assignor expressly waives the right to contest the validity, enforceability, or both, of Assignee's ownership of the Intellectual Property Rights, and expressly waives the right to assist any third party in doing so.

4. Each Assignor hereby further covenants and agrees that it will, at the sole cost and expense of Assignee, communicate to the Assignee, its successors, legal representatives and assigns, any facts known to each respecting the invention, take such further actions, make all rightful oaths and execute promptly such further documents, including for any continuing, reissue, or foreign application, all as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Intellectual Property Rights in Assignee or its successors, legal representatives, and assigns in all countries.

5. Each Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Intellectual Property Rights, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Each Assignor agrees that it shall, at the sole cost and expense of Assignee, complete and submit the relevant documentation and paperwork with the appropriate domain name registrar, and authorizes Assignee to do the same on its behalf, in order to effectuate this assignment with respect to its domain names.


6. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. If any provision within this Agreement is found void, invalid or unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms. Where possible, a court interpreting this Agreement will modify such potentially void, invalid, or unenforceable provision as minimally as possible to retain the parties' original intent while rendering such provision valid and enforceable.

8. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of Law that would provide for application of another Law.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

LANDRY'S MCGA, INC.

By: 

Name: Richard H. Liem

Title: Vice President

IGNITE RESTAURANT GROUP, INC.,

By: _____

Name: Jonathan Tibus

Title: Chief Executive Officer

IGNITE RESTAURANT GROUP – RSC LLC,

By: _____

Name: Jonathan Tibus

Title: Chief Executive Officer

JOE'S CRAB SHACK, LLC,

By: _____

Name: Jonathan Tibus

Title: Chief Executive Officer

JOE'S CRAB SHACK – MARYLAND, LLC,

By: _____

Name: Jonathan Tibus

Title: Chief Executive Officer

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

LANDRY'S MCGA, INC.

By: _____

Name: _____

Title: _____

IGNITE RESTAURANT GROUP, INC.,

By:  _____

Name: Jonathan Tibus

Title: Chief Executive Officer

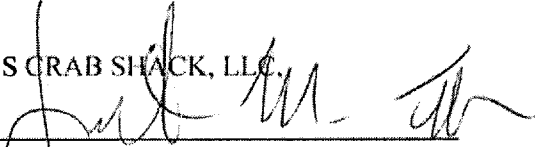
IGNITE RESTAURANT GROUP - RSC LLC,

By:  _____

Name: Jonathan Tibus

Title: Chief Executive Officer

JOE'S CRAB SHACK, LLC

By:  _____

Name: Jonathan Tibus

Title: Chief Executive Officer

JOE'S CRAB SHACK - MARYLAND, LLC,

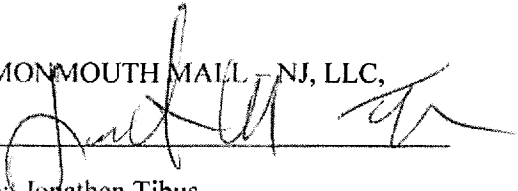
By:  _____

Name: Jonathan Tibus

Title: Chief Executive Officer

Signature Page to Trademark Assignment

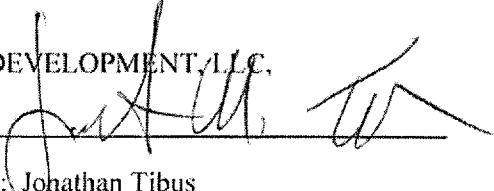
JCS MONMOUTH MAIL - NJ, LLC,

By: 

Name: Jonathan Tibus

Title: Chief Executive Officer

JCS DEVELOPMENT, LLC,

By: 

Name: Jonathan Tibus

Title: Chief Executive Officer

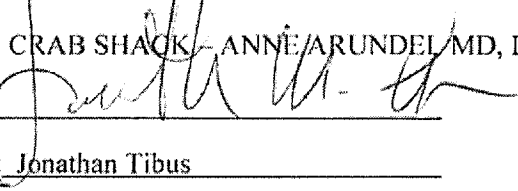
JOE'S CRAB SHACK - REDONDO BEACH, INC.,

By: 

Name: Jonathan Tibus

Title: Chief Executive Officer

JOE'S CRAB SHACK - ANNE ARUNDEL MD, LLC,

By: 

Name: Jonathan Tibus

Title: Chief Executive Officer

BHTT ENTERTAINMENT, LLC,

By: 

Name: Jonathan Tibus

Title: Chief Executive Officer

Signature Page to Trademark Assignment

BRICK HOUSE DEVELOPMENT, LLC

By: 

Name: Jonathan Tibus

Title: Chief Executive Officer

IGNITE RESTAURANTS - NEW JERSEY, LLC

By: 

Name: Jonathan Tibus

Title: Chief Executive Officer




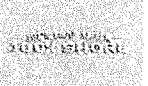
Signature Page to Trademark Assignment

SCHEDULE A

Title	Application Number	Registration Number	Country	Case Status
BRICK HOUSE TAVERN + TAP	1,678,670		Canada	Allowed
BRICK HOUSE TAVERN + TAP	77/472,707	3,815,051	United States of America	Registered
BRICK HOUSE TAVERN + TAP	85/101,055	3,943,731	United States of America	Registered
BRICK HOUSE TAVERN + TAP & Design (with color)	77/472,877	3,815,053	United States of America	Registered
BRICK HOUSE SUBS	1,393,999	TM/ 889,634	Canada	Registered
BRICK HOUSE SUBS	78,685,240	3,349,634	United States of America	Registered
DISPENSING HAPPINESS	86/148,114	4,704,955	United States of America	Registered

Title	Application Number	Registration Number	Country	Case Status
100% SHORE	85/854,507	4,523,116	United States of America	Registered
100% SHORE	85/854,568	4,456,599	United States of America	Registered
Design (Arrow Logo)	76/604,777	3,069,795	United States of America	Registered
EAT CRABS. HAVE FUN!	75/931,532	2,419,307	United States of America	Registered
FREE CRABS TOMORROW	75/145,477	2,125,102	United States of America	Registered
FREE CRABS TOMORROW & Design	75/145,512	2,148,694	United States of America	Registered
JOE'S CRAB SHACK	216372		United Arab Emirates	Pending
JOE'S CRAB SHACK	0,841,129	TMA497,711	Canada	Registered
JOE'S CRAB SHACK	21237	4639775	Japan	Registered
JOE'S CRAB SHACK	265006	657305	Mexico	Registered
JOE'S CRAB SHACK	633397	818097	Mexico	Registered
Title	Application Number	Registration Number	Country	Case Status
JOE'S CRAB SHACK		624853	Louisiana	Registered
JOE'S CRAB SHACK		10155085	Nebraska	Registered
JOE'S CRAB SHACK	74/527,135	1,972,218	United States of America	Registered
JOE'S CRAB SHACK	85/041,044	3,994,982	United States of America	Registered
JOE'S CRAB SHACK & Design	658309	847694	Mexico	Registered
JOE'S CRAB SHACK & Design	78-903434	112248	Alabama	Registered
JOE'S CRAB SHACK & Design	216373		United Arab Emirates	Pending
JOE'S CRAB SHACK & Design (Arrow w/color)	85/042,703	3,994,991	United States of America	Registered
JOE'S CRAB SHACK & Design (Arrow w/color)	85/041,042	3,934,052	United States of America	Registered
JOE'S CRAB SHACK & Design (Arrow)	85/041,046	3,999,452	United States of America	Registered
JOE'S CRAB SHACK & Design (Arrow)	85/040,608	3,937,064	United States of America	Registered
Title	Application Number	Registration Number	Country	Case Status
JOE'S CRAB SHACK & Design (Pirate)	74/580,036	1,980,521	United States of	Registered

			America	
JOE'S CRAB SHACK & Design (Pirate)	74/669,421	1,955,196	United States of America	Registered
JOE'S CRAB SHACK 100% SHORE & Design	216375		United Arab Emirates	Pending
JOE'S CRAB SHACK AN EMBARRASSMENT TO ANY NEIGHBORHOOD	74/571,008	1,917,042	United States of America	Registered
JOE'S CRAB SHACK NO VACANCY & Design	75/145,511	2,075,735	United States of America	Registered
JOE'S CRAB SHACK VACANCY & Design	216374		United Arab Emirates	Pending
JOE'S SEAFOOD HOUSE	76/182,995	2,981,272	United States of America	Registered
JOE'S SEAFOOD SHACK	76/352,833	2,757,177	United States of America	Registered
JOE'S SHRIMP HOUSE	76/182,996	2,782,406	United States of America	Registered
PEACE LOVE & CRABS!	75/145,413	2,099,152	United States of America	Registered
PEACE LOVE & CRABS! (Stylized)	75/145,513	2,101,214	United States of America	Registered
SEAFOOD WITH AN ATTITUDE!	75/073,828	2,183,259	United States of America	Registered

Trademark	Application Number	Registration Number	Country	Status	Owner
JOE'S CRAB SHACK & Design 	96148		QATAR	APPROVED	CRAB ADDISON, INC.
JOE'S CRAB SHACK 100% SHORE & Design 	96149		QATAR	APPROVED	CRAB ADDISON, INC.
JOE'S CRAB SHACK VACANCY & Design 	96147		QATAR	APPROVED	CRAB ADDISON, INC.
JOE'S CRAB SHACK	96146		QATAR	APPROVED	CRAB ADDISON, INC.
JOE'S CRAB SHACK 100% SHORE & Design 	1436011410	1436011410	SAUDI ARABIA	REGISTERED	CRAB ADDISON, INC.

Trademark	Application Number	Registration Number	Country	Status	Owner
BRICKHOUSEBREWERY	77/802,310	4,797,136	UNITED STATES	REGISTERED	BHTT ENTERTAINMENT, LLC

Copyright:

Title	Type of work	Creation Date	Registration No.	Owner
Joe's Crab Shack: an embarrassment to any neighborhood	Text	10-01-1991	TX0003862644	Ignite Restaurant Group, Inc.