

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRHH IP, LLC		03/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JC HOSPITALITY LLC		
Street Address:	11150 Santa Monica Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4265340	35 STEAKS + MARTINIS	
Registration Number:	2498137	BABY'S	
Registration Number:	2575472	BABYS LAS VEGAS	
Registration Number:	4692748	BACKSTAGE PASS	
Registration Number:	4118728	BLITZED	
Registration Number:	4424430	BODY ENGLISH	
Registration Number:	4849357	ENTOURAGE	
Registration Number:	5089114	FRIDAY NIGHT LIVE	
Registration Number:	4748043	GENERAL ADMISSION	
Registration Number:	4748044	GENERAL ADMISSION	
Registration Number:	3027330	LOVE JONES	
Registration Number:	2500121		
Registration Number:	2534438		
Registration Number:	3567751	MR. LUCKY'S 24/7	
Registration Number:	3567750	MR. LUCKY'S 24/7	
Registration Number:	5027866	MULTI-PLATINUM ACCESS	
Registration Number:	5027867	MULTI-PLATINUM ACCESS	
Registration Number:	4865520	PLATINUM ACCESS	
Registration Number:	4862047	PLATINUM ACCESS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3873673	REHAB
Registration Number:	4524097	REHAB
Registration Number:	5389151	REHAB BEACH CLUB
Registration Number:	4611979	REHAB RX
Registration Number:	3182848	REHAB RX
Registration Number:	4615774	REHAB RX
Registration Number:	3170859	REHAB RX SUNDAYS AT THE POOL.
Registration Number:	4121460	RELIQUARY
Serial Number:	86525425	THE JOINT
Serial Number:	86525431	THE JOINT
Registration Number:	2181672	THE JOINT LAS VEGAS
Registration Number:	4206187	THE JOINT LAS VEGAS
Registration Number:	4045924	VANITY
Registration Number:	5098150	VINYL
Registration Number:	4897330	VINYL
Registration Number:	5043579	VINYL
Registration Number:	4891535	VINYL LAS VEGAS
Registration Number:	4897331	VINYL LAS VEGAS
Registration Number:	5043580	VINYL LAS VEGAS

CORRESPONDENCE DATA

Fax Number: 3102283701

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: 310 228 3700

Email: TrademarksCC@sheppardmullin.com

Correspondent Name: Jill Pietrini c/o Sheppard Mullin

Address Line 1: 1901 Avenue of the Stars, 16th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Jill M. Pietrini
SIGNATURE:	/Jill M. Pietrini/
DATE SIGNED:	05/25/2018

Total Attachments: 11

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 30, 2018 (the "Effective Date") by and between HRHH IP, LLC, a Delaware limited liability company, ("Assignor"), and JC HOSPITALITY LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee (as successor by assignment from JCF Vegas, LLC (f/k/a JB Hospitality LLC) and JCLPF Vegas, LLC) are parties to that certain Purchase and Sale Agreement, dated as of February 23, 2018 (together with all amendments, supplements, modifications, appendices, assignments and addenda thereto, the "Agreement"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of the Trademarks (as defined below); and

WHEREAS, Assignor owns the trademarks and corresponding federal applications or registrations therefore listed on the attached Exhibit A (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor agrees to sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with all of the goodwill of the business symbolized by the Trademarks, any renewals and extensions thereof and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable from and after the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. Assignor shall promptly execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Trademarks.

3. Conflict. This Assignment is subject to all of the terms, conditions and limitations set forth in the Agreement. In the event that any provision of this Assignment is constructed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling.

4. Governing Law. This Assignment and the transactions contemplated hereby, and all disputes between the parties under or related to this Assignment or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of law principles thereof.

5. Parties of Interest. This Assignment shall be binding upon Assignor, and inure to the benefit of Assignee, and its respective successors in interest and permitted assigns and nothing in this Assignment, expressed or implied, is intended to or shall confer upon any other person any right, benefit or remedy whatsoever under or by reason of this Assignment.

6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of applicable Law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

7. Counterparts. This Assignment may be executed by facsimile or electronic mail transmissions and/or 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.

8. Headings. The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

[Signatures appear on following page.]

Assignor:

HRHH IP, LLC

Theresa A Hoyt

Name: Theresa A Hoyt
Title: Authorized Signatory

[Signature Page to Trademark Assignment Agreement]

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TRADEMARK
REEL: 006336 FRAME: 0859

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignee:

JC HOSPITALITY LLC

By: 

Name: Jay Wolf

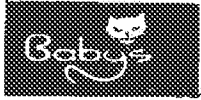

Title: Authorized Signatory




[Signature Page to Trademark Assignment Agreement]






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TRADEMARK
REEL: 006336 FRAME: 0860




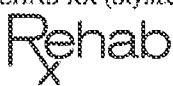
EXHIBIT A





TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
35 STEAKS + MARTINIS	U.S. 43	HRHH IP, LLC	85/396,027	4,265,340 12/25/12	Registered Sections 8 & 15 due 12/25/18
BABY'S	U.S. 42	HRHH IP, LLC	76/116,087	2,498,137 10/16/01	Registered 2 nd Renewal due 10/16/21
BABY'S LAS VEGAS & Design 	U.S. 42	HRHH IP, LLC	76/116,088	2,575,472 6/4/02	Registered 2 nd Renewal due 6/4/22
BACKSTAGE PASS	U.S. 35 & 41	HRHH IP, LLC	85/526,535	4,692,748 2/24/15	Registered Sections 8 & 15 due 2/24/21
BLITZED	U.S. 43	HRHH IP, LLC	85/446,826	4,118,728 3/27/12	Registered Sections 8 & 15 due 3/27/18
BODY ENGLISH	U.S. 41 & 43	HRHH IP, LLC	85/809,634	4,424,430 10/29/13	Registered Sections 8 & 15 due 10/29/19
ENTOURAGE	U.S. 35	HRHH IP, LLC	86/427,083	4,849,357 11/10/15	Registered Sections 8 & 15 due 11/10/21
FRIDAY NIGHT LIVE	U.S. 41	HRHH IP, LLC	86/620,477	5,089,114 11/29/16	Registered Sections 8 & 15 due 11/29/22
GENERAL ADMISSION	U.S. 35	HRHH IP, LLC	86/427,090	4,748,043 6/2/15	Registered Renewal due 6/2/21
GENERAL ADMISSION	U.S. 41	HRHH IP, LLC	86/427,091	4,748,044 6/2/15	Registered Renewal due 6/2/21
LOVE JONES & Design 	U.S. 35	HRHH IP, LLC	78/435,413	3,027,330 12/13/05	Registered 2 nd Renewal due 12/13/25




TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
Misc. Design (Black Cat Head) 	U.S. 42	HRHH IP, LLC	76/116,091	2,500,121 10/23/01	Registered 2 nd Renewal due 10/23/21
Misc. Design  (Guitar)	U.S. 41 & 42	HRHH IP, LLC	75/489,003	2,534,438 1/29/02	Registered 2 nd Renewal due 1/29/22
MR. LUCKY'S 24/7	U.S. 43	HRHH IP, LLC	78/737,144	3,567,751 1/27/09	Registered Renewal due 1/27/19
MR. LUCKY'S 24/7 & Design 	U.S. 43	HRHH IP, LLC	78737,119	3,567,750 1/27/09	Registered Renewal due 1/27/19
MULTI-PLATINUM ACCESS	U.S. 35	HRHH IP, LLC	86/513,413	5,027,866 8/23/16	Registered Sections 8 & 15 Affidavit due 8/23/22
MULTI-PLATINUM ACCESS	U.S. 41	HRHH IP, LLC	86/513,414	5,027,867 8/23/16	Registered Sections 8 & 15 Affidavit due 8/23/22
PLATINUM ACCESS	U.S. 35	HRHH IP, LLC	86/427,095	4,865,520 12/8/15	Registered Sections 8 & 15 Affidavit due 12/8/21
PLATINUM ACCESS	U.S. 41	HRHH IP, LLC	86/427,099	4,862,047 12/1/15	Registered Sections 8 & 15 Affidavit due 12/8/21
REHAB	U.S. 41	HRHH IP, LLC	77/047,306	3,873,673 11/9/10	Registered Renewal due 11/9/20
REHAB	U.S. 29, 41 & 43	HRHH IP, LLC	85/542,757	4,524,097 5/6/14	Registered Sections 8 & 15 due 5/6/20




TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
REHAB BEACH CLUB	U.S. 41	HRHH IP, LLC	87/043,933	5,389,151 1/30/18	Registered Sections 8 & 15 due 1/30/24
REHAB RX	U.S. 41 & 43	HRHH IP, LLC	85/542,768	4,611,979 9/30/14	Registered Sections 8 & 15 due 9/30/20
REHAB RX (Stylized) 	U.S. 41	HRHH IP, LLC	78/640,786	3,182,848 12/12/06	Registered 2 nd Renewal due 12/12/26
REHAB RX (Stylized) 	U.S. 41 & 43	HRHH IP, LLC	85/542,774	4,615,774 10/7/14	Registered Sections 8 & 15 due 10/7/20
REHAB RX SUNDAYS AT THE POOL & Design 	U.S. 41	HRHH IP, LLC	78/640,797	3,170,859 11/14/06	Registered 2 nd Renewal due 11/14/26
RELIQUARY	U.S. 35, 41 & 44	HRHH IP, LLC	85/395,947	4,121,460 4/3/12	Registered Sections 8 & 15 due 4/3/18
THE JOINT	U.S. 41	HRHH IP, LLC	86/525,425		Pending -- Under Appeal Oral Hearing Held 10/19/17
THE JOINT	U.S. 43	HRHH IP, LLC	86/525,431		Pending -- Under Appeal Oral Hearing Held 10/19/17
THE JOINT LAS VEGAS & Design 	U.S. 41	HRHH IP, LLC	74/674,049	2,181,672 8/18/98	Registered 2 nd Renewal due 8/18/18
THE JOINT LAS VEGAS & Design 	U.S. 43	HRHH IP, LLC	77/549,679	4,206,187 9/11/12	Registered Sections 8 & 15 due 9/11/18

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TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
VANITY	U.S. 41 & 43	HRHH IP, LLC	77/831,478	4,045,924 10/25/11	Registered Renewal due 10/25/21
VINYL	U.S. 35	HRHH IP, LLC	86/473,371	5,098,150 12/13/16	Registered Sections 8 & 15 due 12/13/22
VINYL	U.S. 41	HRHH IP, LLC	86/473,372	4,897,330 2/9/16	Registered Sections 8 & 15 due 2/9/22
VINYL	U.S. 43	HRHH IP, LLC	86/473,373	5,043,579 9/20/16	Registered Sections 8 & 15 due 9/20/22
VINYL LAS VEGAS & Design 	U.S. 35	HRHH IP, LLC	86/473,374	4,891,535 1/26/16	Registered Sections 8 & 15 due 1/26/22
VINYL LAS VEGAS & Design 	U.S. 41	HRHH IP, LLC	86/473,375	4,897,331 2/9/16	Registered Sections 8 & 15 due 2/9/22
VINYL LAS VEGAS & Design 	U.S. 43	HRHH IP, LLC	86/473,376	5,043,580 9/20/16	Registered Sections 8 & 15 due 9/20/22
REHAB Australia	Australia 41 & 43	HRHH IP, LLC	1,508,613	1,508,613 7/8/14	Registered Renewal due 8/14/22
REHAB RX Australia	Australia 41 & 43	HRHH IP, LLC	1,508,614	1,508,614 7/8/14	Registered Renewal due 8/14/22
REHAB RX (Stylized) 	Australia 41 & 43	HRHH IP, LLC	1,508,615	1,508,615 7/8/14	Registered Renewal due 8/14/22

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
REHAB	Brazil 41	HRHH IP, LLC	910,174,99 7		Pending Published for opposition
REHAB RX (Stylized) 	Brazil 41	HRHH IP, LLC	910,174,95 4		Pending Published for opposition
REHAB	Brazil 43	HRHH IP, LLC	840,232,22 5	840,232,22 5 7/21/15	Registered Renewal due 7/21/25
REHAB RX	Brazil 41	HRHH IP, LLC	910,498,92 0		Pending Published for opposition
REHAB RX	Brazil 43	HRHH IP, LLC	840,232,33 0	840,232,33 0 7/21/15	Registered Renewal due 7/21/25
REHAB RX (Stylized) 	Brazil 43	HRHH IP, LLC	840,232,45 4	840,232,45 4 7/21/15	Registered Renewal due 7/21/25
BACKSTAGE PASS	Canada 35, 41 & 43	HRHH IP, LLC	1,587,742	TMA 929,001 2/15/16	Registered Renewal due 2/15/31
REHAB	Canada 41 & 43	HRHH IP, LLC	1,691,292	TMA 933,551 4/4/16	Registered Renewal due 4/4/31
REHAB RX	Canada 41 & 43	HRHH IP, LLC	1,691,291	TMA 933,549 4/4/16	Registered Renewal due 4/4/31
REHAB RX (Stylized) 	Canada 41 & 43	HRHH IP, LLC	1,691,290	TMA 933,573 4/4/16	Registered Renewal due 4/4/31
MR. LUCKY'S 24/7	Canada 43	HRHH IP, LLC	1,607,372	TMA 907,349 6/26/15	Registered Renewal due 6/26/30
MR. LUCKY'S 24/7 & Design 	Canada 43	HRHH IP, LLC	1,607,376	TMA 907,350 6/26/15	Registered Renewal due 6/26/30

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
THE JOINT & Design 	Canada 41	HRHH IP, LLC	1,632,192		Pending Declaration of Use due 7/28/18
THE JOINT & Design 	Canada 41 & 43	HRHH IP, LLC	1,607,377	TMA 907,337 6/26/15	Registered Renewal due 6/26/30
REHAB	Costa Rica 41, 42 & 43	HRHH IP, LLC	2012- 0007598	229,971 9/10/13	Registered Renewal due 9/10/23
REHAB RX	Costa Rica 41, 42 & 43	HRHH IP, LLC	2012- 0007596	229,970 9/10/13	Registered Renewal due 9/10/23
REHAB RX (Stylized) 	Costa Rica 41, 42 & 43	HRHH IP, LLC	2012- 0007600	229,969 9/10/13	Registered Renewal due 9/10/23
REHAB	E.U. 41 & 43	HRHH IP, LLC	10,612,381	10,612,381 1/21/15	Registered Renewal due 2/2/22
REHAB RX	E.U. 41 & 43	HRHH IP, LLC	10,612,349	10,612,349 1/22/15	Registered Renewal due 2/2/22
REHAB RX (Stylized) 	E.U. 41 & 43	HRHH IP, LLC	10,612,307	10,612,307 1/23/15	Registered Renewal due 2/2/22
REHAB	Mexico 39	HRHH IP, LLC	1,299,879	1,336,998 12/6/12	Registered Renewal due 8/14/22
REHAB	Mexico 41	HRHH IP, LLC	1,299,862	1,338,303 12/13/12	Registered Renewal due 8/14/22
REHAB	Mexico 43	HRHH IP, LLC	1,299,864	1,338,852 12/14/12	Registered Renewal due 8/14/22
REHAB RX	Mexico 39	HRHH IP, LLC	1,299,881	1,336,999 12/6/12	Registered Renewal due 8/14/22

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
REHAB RX	Mexico 41	HRHH IP, LLC	1,299,869	1,340,570 12/18/12	Registered Renewal due 8/14/22
REHAB RX	Mexico 43	HRHH IP, LLC	1,299,871	1,336,996 12/6/12	Registered Renewal due 8/14/22
REHAB RX (Stylized) 	Mexico 39	HRHH IP, LLC	1,299,882	1,397,144 9/13/13	Registered Renewal due 8/14/22
REHAB RX (Stylized) 	Mexico 41	HRHH IP, LLC	1,299,876	1,336,997 12/6/12	Registered Renewal due 8/14/22
REHAB RX (Stylized) 	Mexico 43	HRHH IP, LLC	1,299,878	1,341,017 12/19/12	Registered Renewal due 8/14/22

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