

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498349

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Center Cut Hospitality, Inc.		11/13/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sullivan's Holding LLC		
<b>Street Address:</b>	1855 Blake Street, Suite 200		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4319859	SULLY'S	
<b>Registration Number:</b>	4260563	SWINGIN' AT SULLY'S	
<b>Registration Number:</b>	4184068	SULLY'S SIDE BAR TACOS. TEQUILA & TAPS	
<b>Registration Number:</b>	4328763	SULLY'S SIDE BAR	
<b>Registration Number:</b>	3264502	SULLIVAN'S STEAKHOUSE	
<b>Registration Number:</b>	2853848	SWINGIN' AT SULLIVAN'S	
<b>Registration Number:</b>	2529991	SULLIVAN'S STEAKHOUSE	
<b>Registration Number:</b>	2256909	RINGSIDE AT SULLIVAN'S	
<b>Registration Number:</b>	2249440	RINGSIDE AT SULLIVAN'S	
<b>Registration Number:</b>	2062637	SULLIVAN'S STEAKHOUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		

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<b>ATTORNEY DOCKET NUMBER:</b>	65417-00029
<b>NAME OF SUBMITTER:</b>	Stephanie Kann
<b>SIGNATURE:</b>	/stephanie kann/
<b>DATE SIGNED:</b>	11/15/2018

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made and entered into this 13th day of November, 2018 by and between Center Cut Hospitality, Inc., a Delaware corporation, located at 2900 Ranch Trail, Irving, Texas 75063 (“Assignor”), and Sullivan’s Holding LLC, a Delaware limited liability company, located at 1855 Blake Street, Suite 200, Denver, Colorado 80202 (“Assignee”).

WHEREAS, this Trademark Assignment is being entered into pursuant to the Asset and Equity Purchase Agreement dated September 17, 2018, by and between Del Frisco’s Restaurant Group Inc. and Assignee (the “Purchase Agreement”);

WHEREAS, Assignor is a Retained Subsidiary (as defined in the Purchase Agreement) and desires to assign to Assignee all of Assignor’s right, title and interest in and to the trademark applications and registrations identified in Schedule A (the “Trademarks”), as contemplated by the Purchase Agreement; and

WHEREAS, Assignee desires to accept all of Assignor’s right, title and interest in and to the Trademarks.

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

1. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Trademarks, and any and all rights therein provided by international conventions and treaties, together with the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, to the extent that such rights and goodwill exist, 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 enjoyed by Assignor if this Trademark Assignment had not been made (together, the “Assigned Rights”).

2. Except as otherwise expressly set forth in the Purchase Agreement, Assignor makes no representations or warranties regarding the Trademarks, and hereby disclaims any and all representations and warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

3. This Trademark Assignment may be executed in one or more 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. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto. This Trademark Assignment and the Purchase Agreement constitute the entire agreement between the parties with respect to the Trademarks, and supersedes all prior agreements and understandings, both oral and written, between the parties with respect thereto.


5. This Trademark Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state. The parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing law other than the law of the State of Delaware.

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IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

**ASSIGNOR:**

CENTER CUT HOSPITALITY, INC.

By:  \_\_\_\_\_

Name: Norman Abdallah

Title: President

ASSIGNEE:

SULLIVAN'S HOLDING LLC

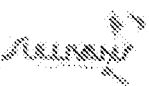





By: 

Name: Nishant Machado

Title: President & CEO

**SCHEDULE A**

**TRADEMARKS**






No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Status	Current Owner of Record
1.		Australia	747209 27-OCT-1997	747209 27-OCT-1997	27-OCT-2027	Registered	Center Cut Hospitality, Inc.
2.	SULLIVAN'S STEAKHOUSE	Australia	747099 24-OCT-1997	747099 24-OCT-1997	24-OCT-2027	Registered	Center Cut Hospitality, Inc.
3.		Canada	1523154 11-APR-2011	TMA870612 04-FEB-2014	04-FEB-2029	Registered	Center Cut Hospitality, Inc.
4.	SULLIVAN S STEAKHOUSE	EUTM	971150 30-SEP-1998	971150 25-FEB-2000	30-SEP-2028	Registered	Center Cut Hospitality, Inc.
5.	SULLIVAN'S STEAKHOUSE	Hong Kong	300191213 06-APR-2004	300191213 06-APR-2004	05-APR-2024	Registered	Center Cut Hospitality, Inc.
6.	SULLIVAN'S STEAKHOUSE	Japan	H09-173976 05-NOV-1997	4287385 25-JUN-1999	25-JUN-2019	Registered	Center Cut Hospitality, Inc.
7.		Japan	H09-173977 05-NOV-1997	4298472 23-JUL-1999	23-JUL-2019	Registered	Center Cut Hospitality, Inc.
8.	SULLIVAN'S STEAKHOUSE	Mexico	311873 23-OCT-1997	565772 28-NOV-1997	23-OCT-2027	Registered	Center Cut Hospitality, Inc.
9.		Mexico	313656 10-NOV-1997	568289 27-JAN-1998	10-NOV-2027	Registered	Center Cut Hospitality, Inc.
10.	SULLIVAN'S STEAKHOUSE STEAK HOUSE	Singapore	T9713345E 29-OCT-1997	T9713345E 29-OCT-1997	29-OCT-2027	Registered	Center Cut Hospitality, Inc.
11.		Singapore	T9713290D 28-OCT-1997	T9713290D 28-OCT-1997	28-OCT-2027	Registered	Center Cut Hospitality, Inc.
12.		Spain	2122776 M4 29-OCT-1997	2122776 M4 05-JUN-1998	28-OCT-2027	Registered	Center Cut Hospitality, Inc.
13.	SULLIVAN'S STEAKHOUSE	Spain	2122243 M6 27-OCT-1997	2122243 M6 07-DEC-1998	26-OCT-2027	Registered	Center Cut Hospitality, Inc.

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Status	Current Owner of Record
14.	SULLIVAN'S STEAKHOUSE	U.S. State Alaska	--	3131 25-FEB-1999	25-FEB-2019	Registered	Center Cut Hospitality, Inc.
15.	SULLIVAN'S STEAKHOUSE	U.S. State Illinois	--	83272 21-FEB-1999	21-FEB-2019	Registered	Center Cut Hospitality, Inc.
16.	SULLIVAN'S STEAKHOUSE	U.S. State Louisiana	--	561981 23-FEB-1999	23-FEB-2019	Registered	Center Cut Hospitality, Inc.
17.	SULLIVAN'S STEAKHOUSE	U.S. State Pennsylvania	--	2863373 26-FEB-1999	26-FEB-2019	Registered	Center Cut Hospitality, Inc.
18.	SULLIVAN'S STEAKHOUSE	U.S. State Texas	--	5845117 23-FEB-1999	23-FEB-2019	Registered	Center Cut Hospitality, Inc.
19.		U.S. State Texas	--	5601117 30-AUG-1996	30-AUG-2021	Registered	Center Cut Hospitality, Inc.
20.		U.S. State Texas	--	5581517 28-JUN-1996	28-JUN-2021	Registered	Center Cut Hospitality, Inc.
21.	SULLIVAN'S STEAKHOUSE	United Arab Emirates	100273 23-SEP-2007	96358 23-AUG-2009	23-SEP-2027	Registered	Center Cut Hospitality, Inc.
22.		United Kingdom	2149968 04-NOV-1997	2149968 11-FEB-2000	04-NOV-2027	Registered	Center Cut Hospitality, Inc.
23.	SULLY'S	USA	85568247 13-MAR-2012	4319859 16-APR-2013	16-APR-2023	Registered	Center Cut Hospitality, Inc.
24.	SWINGIN' AT SULLY'S	USA	85568271 13-MAR-2012	4260563 18-DEC-2012	18-DEC-2022	Registered	Center Cut Hospitality, Inc.
25.		USA	85280999 30-MAR-2011	4184068 31-JUL-2012	31-JUL-2022	Registered	Center Cut Hospitality, Inc.
26.	SULLY'S SIDE BAR	USA	85281010 30-MAR-2011	4328763 30-APR-2013	30-APR-2023	Registered	Center Cut Hospitality, Inc.
27.		USA	78813458 13-FEB-2006	3264502 17-JUL-2007	17-JUL-2027	Registered	Center Cut Hospitality, Inc.
28.	SWINGIN' AT SULLIVAN'S	USA	78267324 26-JUN-2003	2853848 15-JUN-2004	15-JUN-2024	Registered	Center Cut Hospitality, Inc.

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**TRADEMARK**  
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No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Status	Current Owner of Record
29.	SULLIVAN'S STEAKHOUSE	USA	78062993 10-MAY-2001	2529991 15-JAN-2002	15-JAN-2022	Registered	Center Cut Hospitality, Inc.
30.		USA	75453367 19-MAR-1998	2256909 29-JUN-1999	29-JUN-2019	Registered	Center Cut Hospitality, Inc.
31.	RINGSIDE AT SULLIVAN'S	USA	75453368 19-MAR-1998	2249440 01-JUN-1999	01-JUN-2019	Registered	Center Cut Hospitality, Inc.
32.	SULLIVAN'S STEAKHOUSE	USA	74729642 15-SEP-1995	2062637 20-MAY-1997	20-MAY- 2027	Registered	Center Cut Hospitality, Inc.
33.	SULLIVAN S STEAKHOUSE	Indonesia	R002007009928 13-NOV-2007	IDM000159438 18-APR-2008	13-NOV-2027	Registered	Center Cut Hospitality, Inc.
34.		Indonesia	V002007009926 13-NOV-2007	IDM000157062 13-MAR-2008	13-NOV-2027	Registered	Center Cut Hospitality, Inc.
35.	SULLIVAN'S STEAKHOUSE	U.S. State Delaware	--	199911609 24-FEB-1999	24-FEB-2019	Registered	Center Cut Hospitality, Inc.
36.	SULLIVAN'S STEAKHOUSE	Taiwan	86055915 30-OCT-1997	106434 01-JAN-1999	31-DEC-2028	Registered	Center Cut Hospitality, Inc.
37.		Taiwan	86056131 03-NOV-1997	108514 01-APR-1999	31-DEC-2028	Registered	Center Cut Hospitality, Inc.
38.	SULLIVAN'S STEAKHOUSE	Thailand	351826 30-Dec-1997	7739	29-Dec-2027	Registered	Center Cut Hospitality, Inc.
39.		Thailand	351827 30-Dec-1997	7740	29-Dec-2027	Registered	Center Cut Hospitality, Inc.
40.	SULLIVAN'S STEAKHOUSE	Vietnam	4-1997-36123 24-OCT-1997	4-0030140-000 13-MAR-1999	24-OCT-2027	Registered	Center Cut Hospitality, Inc.
41.		Vietnam	4-1997-36146 27-OCT-1997	4-0030152-000 15-MAR-1999	27-OCT-2027	Registered	Center Cut Hospitality, Inc.