

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544582

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Restaurants Unlimited, Inc.		09/30/2019	Corporation: MINNESOTA
Restaurants Unlimited Texas, Inc.		09/30/2019	Corporation: TEXAS
RU Corp.		09/30/2019	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	Landry's Trademark, Inc.
<b>Street Address:</b>	1510 W. Loop South
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77027
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1805608	BILLY HEARTBEATS
Registration Number:	1317422	CUTTERS
Registration Number:	3259686	CUTTERS POINT
Registration Number:	3276983	FONDI
Registration Number:	3283645	FONDI
Registration Number:	3280742	FONDI PIZZERIA SENZA PARI
Registration Number:	3280743	FONDI PIZZERIA SENZA PARI
Registration Number:	2994502	HENRY'S 12TH STREET TAVERN
Registration Number:	2968727	HENRY'S 12TH STREET TAVERN AMERICAN BAR
Registration Number:	4691488	HENRY'S TAVERN
Registration Number:	4691487	HENRY'S TAVERN AMERICAN BAR & GRILL
Registration Number:	4691509	HENRY'S TAVERN AMERICAN BAR & GRILL
Registration Number:	4763628	HENRY'S TAVERN AMERICAN BAR & GRILL
Registration Number:	5539617	HENRY'S TAVERN AMERICAN BAR & GRILL
Registration Number:	0966737	HORATIO'S
Registration Number:	1827821	KINCAID'S
Registration Number:	2740747	MANZANA ROTISSERIE GRILL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3242914	NEWPORT SEAFOOD GRILL
Registration Number:	1732203	PALISADE
Registration Number:	2008261	PALOMINO
Registration Number:	1626442	PALOMINO
Registration Number:	2804917	PORTLAND CITY GRILL
Registration Number:	2246460	RESTAURANTS UNLIMITED
Registration Number:	1150718	SIMON & SEAFORT'S
Registration Number:	1160427	SIMON & SEAFORT'S SALOON & GRILL
Registration Number:	1735425	STANFORD'S RESTAURANT & BAR
Serial Number:	88200033	KINCAID'S FISH, CHOP & STEAK HOUSE
Serial Number:	88200038	KINCAID'S
Registration Number:	1286602	NEWPORT BAY RESTAURANT

**CORRESPONDENCE DATA**

**Fax Number:** 5124767644

*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:** (512) 476-7900

**Email:** trademarks@fleckman.com

**Correspondent Name:** Jason Paul Blair

**Address Line 1:** P.O. Box 685108

**Address Line 4:** Austin, TEXAS 78768-5108

<b>NAME OF SUBMITTER:</b>	Jason Paul Blair
<b>SIGNATURE:</b>	/Jason Paul Blair/
<b>DATE SIGNED:</b>	10/10/2019

**Total Attachments: 10**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of September 30, 2019, is made and entered into by and among Restaurants Unlimited, Inc., a Minnesota corporation (“RUI”), Restaurants Unlimited Texas, Inc., a Texas corporation (“RUI Texas”), RU Corp., a Washington corporation (“RUC” and together with RUI and RUI Texas, “Sellers”), and Landry’s Trademark, Inc., a Delaware corporation (“Assignee”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of August 27, 2019 (the “Asset Purchase Agreement”), by and among Landry’s, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, “Buyer”) and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all trademarks and trademark applications owned by Sellers, each of which are set forth on Exhibit A attached hereto (collectively, the “Marks”), free and clear of all Liens (other than Permitted Liens);

WHEREAS, pursuant to Section 9.6 of the Asset Purchase Agreement, Buyer may elect to have any or all of the Purchased Assets conveyed or transferred to, or any or all of the Assumed Liabilities assumed by, one or more of its Affiliates or as may be designated by Buyer from time to time prior to the Closing;

WHEREAS, Buyer has elected to transfer the IP Assets (as defined in the Asset Purchase Agreement) to Assignee, and Assignee has agreed to be bound by the terms and provisions of the Asset Purchase Agreement; and

WHEREAS, Sellers desire to deliver to Assignee such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Assignee all of Sellers’ right, title and interest in and to the Purchased Assets, including the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof on an “as is, where is” basis and without any representation or warranty on the part of Sellers as to fitness, merchantability or otherwise, free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Marks.

From time to time after the Closing Date, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

This Assignment is being executed by Sellers and Assignee and shall be binding upon each of Sellers and Assignee, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Assignee, their respective successors and permitted assigns.

None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Assignee, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.

**SELLERS:**

**RESTAURANTS UNLIMITED, INC.  
RESTAURANTS UNLIMITED TEXAS, INC.  
RU CORP.**

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

  
Name: David Bagley

Title: Chief Restructuring Officer

**ASSIGNEE:**

**LANDRY'S TRADEMARK, INC.**

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

Name: Steven L. Scheinthal

Title: Executive Vice President & General  
Counsel

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.

**SELLERS:**

**RESTAURANTS UNLIMITED, INC.  
RESTAURANTS UNLIMITED TEXAS, INC.  
RU CORP.**

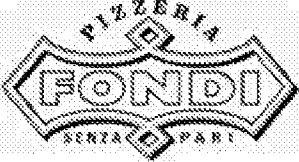
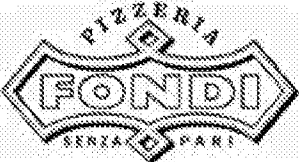
By: \_\_\_\_\_  
Name: David Bagley  
Title: Chief Restructuring Officer



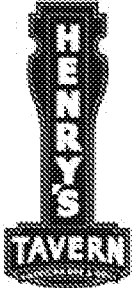
**ASSIGNEE:**

**LANDRY'S TRADEMARK, INC.**



By: DocuSigned by:  
Steven L. Scheinthal  
E2958CAE28954C8 \_\_\_\_\_  
Name: Steven L. Scheinthal  
Title: Executive Vice President & General  
Counsel

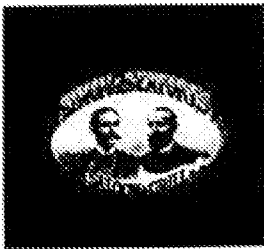
**MARKS**




Country/State	Mark	Classes	App #	File Date	Reg # / Reg Date	Renewal
UNITED STATES	BILLY HEARTBEATS	42	74328388	11/05/1992	1805608 / 11/16/1993	11/16/2023
UNITED STATES	CUTTERS	42	73481348	05/21/1984	1317422 / 01/29/1985	01/29/2025
UNITED STATES	CUTTERS POINT	30	76420851	06/13/2002	3259686 / 07/10/2007	07/10/2027
UNITED STATES	FONDI	30	78662322	07/01/2005	3276983 / 08/07/2007	08/07/2027
UNITED STATES	FONDI	43	78662318	07/01/2005	3283645 / 08/21/2007	08/21/2027
UNITED STATES	FONDI PIZZERIA SENZA PARI and Design  	30	78720809	09/26/2005	3280742 / 08/14/2007	08/14/2027
UNITED STATES	FONDI PIZZERIA SENZA PARI and Design  	43	78720833	09/26/2005	3280743 / 08/14/2007	08/14/2027
UNITED STATES	HENRY'S 12TH STREET TAVERN	43	78359371	01/29/2004	2994502 / 09/13/2005	09/13/2025


Country/State	Mark	Classes	App #	File Date	Reg # / Reg Date	Renewal
UNITED STATES	HENRY'S 12TH STREET TAVERN and Design 	43	78359368	01/29/2004	2968727 / 07/12/2005	07/12/2025
UNITED STATES	HENRY'S TAVERN	43	86313863	06/18/2014	4691488 / 02/24/2015	02/24/2025
UNITED STATES	HENRY'S TAVERN AMERICAN BAR & GRILL	43	86313862	06/18/2014	4691487 / 02/24/2015	02/24/2025
UNITED STATES	HENRY'S TAVERN AMERICAN BAR & GRILL and Design 	43	86315758	06/20/2014	4691509 / 02/24/2015	02/24/2025
UNITED STATES	HENRY'S TAVERN AMERICAN BAR & GRILL and Design 	43	86419956	10/09/2014	4763628 / 06/30/2015	06/30/2025
UNITED STATES	HENRY'S TAVERN AMERICAN BAR &	43	87737339	12/29/2017		



Country/State	Mark	Classes	App #	File Date	Reg # / Reg Date	Renewal
	GRILL and Design 					
UNITED STATES	HORATIO'S	42	72431342	07/31/1972	966737 / 08/21/1973	08/21/2023
UNITED STATES	KINCAID'S	42	74278219	05/20/1992	1827821 / 03/22/1994	03/22/2024
UNITED STATES	MANZANA ROTISSERIE GRILL	42	76293220	07/31/2001	2740747 / 07/22/2003	07/22/2023
UNITED STATES	NEWPORT SEAFOOD GRILL	43	78517706	11/16/2004	3242914 / 05/15/2007	05/15/2027
UNITED STATES	PALISADE	42	74139742	02/15/1991	1732203 / 11/10/1992	11/10/2022
UNITED STATES	PALOMINO	42	75006255	10/16/1995	2008261 / 10/15/1996	10/15/2026
UNITED STATES	PALOMINO and Horse Design 	42	74031399	02/21/1990	1626442 /12/04/1990	12/04/2020
UNITED STATES	PORTLAND CITY GRILL	43	78206570	01/23/2003	2804917 / 01/13/2004	01/13/2024

Country/State	Mark	Classes	App #	File Date	Reg # / Reg Date	Renewal
UNITED STATES	RESTAURANTS UNLIMITED and Design 	42	75217285	12/20/1996	2246460 / 05/18/1999	05/18/2019
UNITED STATES	SIMON & SEAFORT'S	42	73216488	05/21/1979	1150718 / 04/07/1981	04/07/2021
UNITED STATES	SIMON & SEAFORT'S SALOON & GRILL and Design 	42	73216487	05/21/1979	1160427 / 07/07/1981	07/07/2021
UNITED STATES	STANFORD'S RESTAURANT & BAR	42	74055945	05/04/1990	1735425 / 11/24/1992	11/24/2022
CALIFORNIA	SKATES	43	41130	11/13/1992	41130 / 11/13/1992	11/13/2022
HAWAII	KINCAID'S (trade name)	42			232395 / 02/02/1999	02/01/2020
HAWAII	RYAN'S GRILL AT WARD CENTRE	42			162499 / 04/23/1993	04/23/2019
WASHINGTON	CLINKERDAGGER	43			26517 / 11/17/1997	11/17/2018
WASHINGTON	MAGGIE BLUFF'S	43			26511 / 11/17/1997	11/17/2018
WASHINGTON	SCOTT'S	43			15572 / 02/04/1985	02/04/2022
WASHINGTON	STANLEY & SEAFORT'S	43	21413		21413 / 05/21/1992	05/21/2023

Mark and Info	Status and Date	Services	Owner
 <p>App 88200033</p>	<p><b>USPTO Status:</b> Response after non-final action - entered</p> <p><b>USPTO Status Date:</b> 23-AUG-2019</p> <p>App 19-NOV-2018</p>	<p><b>INT. CL. 43</b> RESTAURANT AND BAR SERVICES</p>	<p>RESTAURANT'S UNLIMITED, INC. MINNESOTA CORPORATION</p> <p>411 FIRST AVENUE SOUTH, SUITE 200</p> <p>SEATTLE, WASHINGTON, 98104</p>
 <p>App 88200038 First Used: 31-JAN-2000 (IC 43) In Commerce: 31-JAN-2000</p>	<p><b>USPTO Status:</b> Response after non-final action - entered</p> <p><b>USPTO Status Date:</b> 23-AUG-2019</p> <p>App 19-NOV-2018</p>	<p><b>INT. CL. 43</b> RESTAURANT AND BAR SERVICES</p>	<p>RESTAURANT'S UNLIMITED, INC. MINNESOTA CORPORATION</p> <p>411 FIRST AVENUE SOUTH, SUITE 200 SEATTLE, WASHINGTON, 98104</p>
 <p>App 73521665 Reg 1357372 First Used: 01-AUG-1983 (IC 42) In Commerce: 01-AUG-1983</p>	<p><b>USPTO Status:</b> Registered and renewed</p> <p><b>USPTO Status Date:</b> 10-JAN-2006</p> <p>App 11-FEB-1985 Reg 27-AUG-1985</p>	<p><b>INT. CL. 42</b> RESTAURANT SERVICES</p>	<p>RESTAURANTS UNLIMITED, INC. MINNESOTA CORPORATION</p> <p>411 FIRST AVENUE SOUTH, SUITE 200 SEATTLE, WASHINGTON, 98104</p>
<p><b>WHERE FRESH SEAFOOD COMES ASHORE</b></p> <p>App 73501297 Reg 1374316 First Used: 01-AUG-1983 (IC 42) In Commerce: 01-AUG-1983</p>	<p><b>USPTO Status:</b> Registered and renewed</p> <p><b>USPTO Status Date:</b> 12-DEC-2005</p> <p>App 27-SEP-1984 Reg 03-DEC-1985</p>	<p><b>INT. CL. 42</b> RESTAURANT SERVICES</p>	<p>RESTAURANTS UNLIMITED, INC. MINNESOTA CORPORATION</p> <p>1818 NORTH NORTHLAKE WAY SEATTLE, WASHINGTON, 98103</p>
<p><b>NEWPORT BAY RESTAURANT</b></p> <p>App 73422089 Reg 1286602 First Used: DEC-1981 (IC 42) In Commerce: 25-NOV-1982</p>	<p><b>USPTO Status:</b> Registered and renewed</p> <p><b>USPTO Status Date:</b> 18-APR-2014</p> <p>App 18-APR-1983 Reg 17-JUL-1984</p>	<p><b>INT. CL. 42</b> RESTAURANT SERVICES</p>	<p>RESTAURANTS UNLIMITED, INC. MINNESOTA CORPORATION</p> <p>411 FIRST AVENUE SOUTH, SUITE 200 SEATTLE, WASHINGTON, 98104</p>

Mark and Info	Status and Date	Services	Owner
 <p>Reg 21413</p> <p>First Use in State: 01-NOV-1981</p> <p>First Use Anywhere: 01-NOV-1981</p>	<p>Reg 21-MAY-1992</p> <p>WASHINGTON</p>	<p>Restaurant services</p> <p>State Class: 43 – FOOD, DRINK &amp; LODGING</p>	<p>RESTAURANTS UNLIMITED, INC. MINNESOTA CORPORATION</p> <p>411 FIRST AVENUE S, SUITE 200</p> <p>SEATTLE WASHINGTON 98104</p> <p>Tel.: 206-838-1314</p> <p>Renewed: 16-MAY-2013</p>