

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houlihan's Restaurants, Inc.		11/13/2019	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	HRI Holdings, LLC		
Street Address:	1510 W. Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3056361	CALIFORNIA MASHERS	
Registration Number:	4663763	FEED YOUR LIFESTYLE	
Registration Number:	4362660	FOODY CALL	
Registration Number:	2274633	H	
Registration Number:	3040743	H	
Registration Number:	3127861	H-LIST	
Registration Number:	4257260	H-LISTED	
Registration Number:	3011726	HOULI	
Registration Number:	1835780	HOULIHAN'S	
Registration Number:	2018664	HOULIHAN'S	
Registration Number:	2285522	HOULIHAN'S	
Registration Number:	1050344	HOULIHAN'S OLD PLACE	
Registration Number:	1130582	HOULIHAN'S OLD PLACE	
Registration Number:	3358755	HOULIHAN'S RESTAURANT + BAR	
Registration Number:	2527341	BRAXTON SEAFOOD GRILL	
Registration Number:	1566527	BRAXTON SEAFOOD GRILL	
Registration Number:	3276715	LIVE FULL	
Registration Number:	2983852	NLINE	
Serial Number:	86410445	PLATE IT FORWARD	

OP \$615.00 3056361

Property Type	Number	Word Mark
Registration Number:	5836136	MAKE ROOM FOR TRUMAN
Serial Number:	88263878	MAKE SLOW COOKING COOL AGAIN
Registration Number:	5836138	MRFT
Registration Number:	5836137	MRFT MAKE ROOM FOR TRUMAN KITCHEN SOCIAL
Registration Number:	4568568	THE SINK

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

NAME OF SUBMITTER:	Jason Paul Blair
SIGNATURE:	/Jason Paul Blair/
DATE SIGNED:	01/07/2020

Total Attachments: 12

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of December 30, 2019, is made and entered into by and among Houlihan’s Restaurants, Inc., a Virginia corporation (“Houlihan’s”), and all of the entities identified on Annex 1 attached hereto, Inc. (collectively, “Sellers”), and HRI Holdings, LLC, a Texas limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of November 13, 2019 (the “Asset Purchase Agreement”), by and among Landry’s, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, “Purchaser”) 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 Purchaser and Purchaser 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 13.12 of the Asset Purchase Agreement, Purchaser 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 Purchaser from time to time prior to the Closing;

WHEREAS, Purchaser has elected to transfer the HRI Holdings 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:

HOULIHAN'S RESTAURANTS, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

HRI HOLDING CORP.



By: _____
Matthew R. Manning, Chief Restructuring Officer

HDJG CORP.



By: _____
Matthew R. Manning, Chief Restructuring Officer

RED STEER, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

SAM WILSON'S/KANSAS, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

DARRYL'S OF ST. LOUIS COUNTY, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

DARRYL'S OF OVERLAND PARK, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOULIHAN'S OF OHIO, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

HRI O'FALLON, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

ALGONQUIN HOULIHAN'S RESTAURANT, L.L.C.



By: _____
Matthew R. Manning, Chief Restructuring Officer

GENEVA HOULIHAN'S RESTAURANT, L.L.C.



By: _____
Matthew R. Manning, Chief Restructuring Officer

HANLEY STATION HOULIHAN'S RESTAURANT, LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOULIHAN'S TEXAS HOLDINGS, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOULIHAN'S RESTAURANTS OF TEXAS, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

JGIL MILL OP LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

JGIL MILLBURN, LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

JGIL MILBURN OP LLC




By: _____
Matthew R. Manning, Chief Restructuring Officer

JGIL, LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

JGIL HOLDING CORP.



By: _____
Matthew R. Manning, Chief Restructuring Officer

JGIL OMAHA, LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP NJ NY, LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP FARMINGDALE LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP CHERRY HILL LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP PARAMUS LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP LAWRENCEVILLE LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP BRICK LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP SECAUCUS LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP HEIGHTS LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP BAYONNE LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP FAIRFIELD LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP RAMSEY LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP BRIDGEWATER LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP PARSIPPANY LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP WESTBURY LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP WEEHAWKEN LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP NEW BRUNSWICK LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP HOLMDEL LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOP WOODBRIDGE LLC



By: _____
Matthew R. Manning, Chief Restructuring Officer

HOULIHAN'S OF CHESTERFIELD, INC.



By: _____
Matthew R. Manning, Chief Restructuring Officer

ASSIGNEE:

HRI HOLDINGS, LLC



By: _____
Matthew R. Manning, Manager



Annex 1



HRI Holding Corp.
HDJG Corp.
Red Steer, Inc.
Sam Wilson's/Kansas, Inc.
Darryl's of St. Louis County, Inc.
Darryl's of Overland Park, Inc.
Houlihan's of Ohio, Inc.
HRI O'Fallon, Inc.
Algonquin Houlihan's Restaurant, L.L.C.
Geneva Houlihan's Restaurant, L.L.C.
Hanley Station Houlihan's Restaurant, LLC
Houlihan's Texas Holdings, Inc.
Houlihan's Restaurants of Texas, Inc.
JGIL Mill OP LLC
JGIL Millburn, LLC
JGIL Milburn Op LLC
JGIL, LLC
JGIL Holding Corp.
JGIL Omaha, LLC
HOP NJ NY, LLC
HOP Farmingdale LLC
HOP Cherry Hill LLC
HOP Paramus LLC
HOP Lawrenceville LLC
HOP Brick LLC
HOP Secaucus LLC
HOP Heights LLC
HOP Bayonne LLC
HOP Fairfield LLC
HOP Ramsey LLC
HOP Bridgewater LLC
HOP Parsippany LLC
HOP Westbury LLC
HOP Weehawken LLC
HOP New Brunswick LLC
HOP Holmdel LLC
HOP Woodbridge LLC
Houlihan's of Chesterfield, Inc.

Annex 1

Exhibit A to Trademark Assignment Agreement

MARKS

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
CALIFORNIA MASHERS	31-Jan-2006	3056361	Registered	29	Prepared cauliflower-based entree	U.S.	
FEED YOUR LIFESTYLE	30-Dec-2014	4663763	Registered	43	Restaurant services	U.S.	
FOODY CALL	09-July-2013	4362660	Registered	43	Restaurant services	U.S.	
H (STYLIZED)	31-Aug-1999	2274633	Registered	43	Restaurant and bar services	U.S.	
H (STYLIZED)	10-Jan-2006	3040743	Registered	43	Restaurant services, bar services, take-out restaurant services	U.S.	
H LIST	08-Aug-2006	3127861	Registered	43	Restaurant services, bar services	U.S.	
H-LISTED	11-Dec-2012	4257260	Registered	41, 42	(Int'l Class: 41) Entertainment services in the nature of presenting live musical performances; providing a website that gives users information about musical performers (Int'l Class: 42) Providing a website portal that allows users to purchase downloadable music	U.S.	
HOULI	01-Nov-2005	3011726	Registered	43	Restaurant and bar services	U.S.	
HOULIHAN'S	10-May-1994	1835780	Registered	42*	Restaurant and bar services	U.S.	
HOULIHAN'S	26-Nov-1996	2018664	Registered	29, 30	(Int'l Class: 29) Prepared entrees consisting primarily of meat, fish, poultry or vegetables; prepared appetizers consisting primarily of meat, fish, poultry or vegetables; soups, garden salads, vegetable salads (Int'l Class: 30) Prepared entrees	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
					consisting primarily of pasta; sandwiches; desserts, namely cheesecake, pies, brownies, and cakes		
HOULIHAN'S (STYLIZED)	12-Oct-1999	2285522	Registered	42*	Restaurant and bar services	U.S.	
HOULIHAN'S OLD PLACE	12-Oct-1976	1050344	Registered	42*	Restaurant services	U.S.	
HOULIHAN'S OLD PLACE AND DESIGN	05-Feb-1980	1130582	Registered	42*	Restaurant services	U.S.	
HOULIHAN'S RESTAURANT + BAR & Design	25-Dec-2007	3358755	Registered	43	Restaurant and bar services	U.S.	
HOULIHAN'S	04-May-2007	686926	Registered	N/A	Restaurant and bar services	Canada	
HOULIHAN'S	15-August-1996	85346	Registered	42*	Restaurant, bar and café services	Dominican Republic	
HOULIHAN'S	24-August-1998	0139741	Registered	42*	Restaurant, bar and café services	Europe	
HOULIHAN'S	06-August-1998	584619	Registered	42*	Restaurant, bar and café services	Mexico	
BRAXTON SEAFOOD GRILL	08-Jan-2002	2527341	Registered	42*	Restaurant services	U.S.	
BRAXTON SEAFOOD GRILL AND DESIGN	14-Nov-1989	1566527	Registered	42*	Restaurant services	U.S.	
LIVE FULL	07-Aug-2007	3276715	Registered	43	Restaurant and bar services	U.S.	
NLINE	09-Aug-2005	2983852	Registered	09	Computer software for food and beverage costing and inventory management	U.S.	
PLATE IT FORWARD	30-Sept-2014	86410445	Pending	36, 43	(036) - Charitable fundraising services by means of sharing proceeds from sale of food and drink at restaurants with not-for-profit organizations (043) - Restaurant and bar services	U.S.	
MAKE ROOM FOR TRUMAN	13-August-2019	5836136	Registered	42*	Restaurant, bar and café services	U.S.	
MAKE SLOW	16-January-2019	Pending	Registered	42*	Restaurant, bar	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
COOKING COOL AGAIN					and café services		
MRFT (& DESIGN)	13-August-2019	5836138	Registered	42*	Restaurant, bar and café services	U.S.	
MRFT MAKE ROOM FOR TRUMAN KITCHEN SOCIAL BAR (& DESIGN)	13-August-2019	5826137	Registered	42*	Restaurant, bar and café services	U.S.	
THE SINK	15-July-2014	4568568	Registered	42	Providing a website featuring online non-downloadable software for use in personnel scheduling management in the restaurant industries	U.S.	