

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556244

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Houlihan's Restaurants, Inc.		11/13/2019	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3076726	DEVON	
<b>Registration Number:</b>	1363864	DEVON BAR & GRILL	
<b>Registration Number:</b>	4257782	DEVON SEAFOOD + STEAK	
<b>Registration Number:</b>	3076728	DEVON SEAFOOD GRILL	
<b>Registration Number:</b>	2129750	J. GILBERT'S	
<b>Registration Number:</b>	4490859	J. GILBERT'S WOOD-FIRED STEAKS & SEAFOOD	
<b>Registration Number:</b>	2758669	JG	
<b>Registration Number:</b>	2011988	JG J. GILBERT'S WOOD-FIRED STEAKS	
<b>Registration Number:</b>	4920690	THE OYSTER BAR AT DEVON SEAFOOD GRILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5124767644		
<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>	5124767900		
<b>Email:</b>	trademarks@fleckman.com		
<b>Correspondent Name:</b>	Jason Paul Blair		
<b>Address Line 1:</b>	P.O. Box 685108		
<b>Address Line 4:</b>	Austin, TEXAS 78768-5108		
<b>NAME OF SUBMITTER:</b>	Jason Paul Blair		

OP \$240.00 3076726

<b>SIGNATURE:</b>	/Jason Paul Blair/
<b>DATE SIGNED:</b>	01/07/2020
<b>Total Attachments: 10</b> source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page1.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page2.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page3.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page4.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page5.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page6.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page7.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page8.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page9.tif source=EXECUTED Trademark Assignment and Assumption - Landry's Trademark#page10.tif	

## 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 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 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 Landry’s Trademark 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:**

LANDRY'S TRADEMARK, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**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**



<b>Trademark</b>	<b>Date of Registration / Application if pending</b>	<b>Registration No. / Appl. No.</b>	<b>Status</b>	<b>Int. Class</b>	<b>Goods / Services</b>	<b>Country</b>	<b>Image, if Applicable</b>
DEVON	04-Apr-2006	3076726	Registered	43	Restaurant and bar services	U.S.	
DEVON BAR & GRILL	01-Oct-1985	1363864	Registered	42*	Restaurant services	U.S.	
DEVON SEAFOOD + STEAK	11-Dec-2012	4257782	Registered	43	Restaurant and bar services	U.S.	
DEVON SEAFOOD GRILL	04-Apr-2006	3076728	Registered	43	Restaurant and bar services	U.S.	
J. GILBERT'S	20-Jan-1998	2129750	Registered	42*	Restaurant services	U.S.	
J. GILBERT'S WOOD-FIRED STEAKS & SEAFOOD	04-March-2014	4490859	Registered	43	Restaurant and bar services; catering services		
JG (STYLIZED)	02-Sep-2003	2758669	Registered	43	Restaurant and bar services	U.S.	
JG J. GILBERT'S WOOD-FIRED STEAKS AND DESIGN	29-Oct-1996	2011988	Registered	43	Restaurant services	U.S.	
THE OYSTER BAR AT DEVON SEAFOOD GRILL	20-Jan-2015	86508148	Pending	43	Restaurant and bar services	U.S.	

Exhibit A