

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BL Restaurants Holding, LLC		05/27/2020	Limited Liability Company: DELAWARE
BL Restaurant Franchises, LLC		05/27/2020	Limited Liability Company: DELAWARE
BL Restaurant Operations, LLC		05/27/2020	Limited Liability Company: DELAWARE
BL Hunt Valley, LLC		05/27/2020	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	BLH Acquisition Co., LLC
Street Address:	4550 Beltway Drive
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4429902	
Registration Number:	3306139	BAR LOUIE
Registration Number:	3322988	EAT · DRINK · BE HAPPY
Registration Number:	3306105	BAR LOUIE
Registration Number:	1823417	BAR LOUIE
Registration Number:	5722918	DRINK POURN
Registration Number:	4684613	CINCO DE DRINKO
Registration Number:	4678750	LITTLE HELLION
Registration Number:	4596906	SIPS OF THE SEASON
Registration Number:	4283110	EAT·DRINK·BE HAPPY
Registration Number:	4282306	ROCK THE TOT
Registration Number:	5954492	L
Registration Number:	5955627	L
Serial Number:	87476562	SIN-GRIA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88711170	BAR LOUIE
Serial Number:	88729709	L
Serial Number:	88711165	LOUIE NATION
Serial Number:	88687020	BOO!ZE
Serial Number:	88711162	JOIN THE GASTROBAR REVOLUTION
Serial Number:	88713350	JOIN THE GASTROBAR REVOLUTION
Serial Number:	88729773	BE PAID TO PARTY
Serial Number:	88729804	BURGER NATION
Serial Number:	88730054	LOUIE L NATION LOYALTY CLUB
Serial Number:	88730414	BE PAID TO PARTY LOUIE NATION LOYALTY CL

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: jessica.bajada-silva@lw.com

Correspondent Name: LATHAM & WATKINS LLP,C/O J. Bajada-Silva

Address Line 1: 885 Third Ave

Address Line 4: New York City, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	057354-0041
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	05/29/2020

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), dated as of May 27, 2020, is made and entered into by and among BL Restaurants Holding, LLC, a Delaware limited liability company ("BL Holding"), BL Restaurant Operations, LLC, a Delaware limited liability company ("BL Operations"), BL Restaurant Franchises, LLC, a Delaware limited liability company ("BL Franchises"), BL Hunt Valley, LLC, a Maryland limited liability company ("BL Hunt", together with BL Holding, BL Operations and BL Franchises, "Sellers"), and BLH Acquisition Co., LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Buyer"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of January 26, 2020, as amended by (i) that certain First Amendment to Asset Purchase Agreement, dated as of April 23, 2020, and (ii) that certain letter agreement, dated May 12, 2020 (collectively, the "Asset Purchase Agreement"), by and among 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 service marks, and all registrations and applications for registration thereof, in each case owned by Sellers, including those which are set forth on Exhibit A attached hereto (collectively, the "Marks"), free and clear of all Liens (other than Permitted Liens);

WHEREAS, upon the transfer of the Purchased Assets to Buyer, the Buyer will be the successor to the business of Sellers to which the Marks pertain, which business is existing and ongoing; and

WHEREAS, Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer 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 Buyer 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, present and future infringement, dilution, or other violations of such Marks and the registrations thereof. The foregoing assignment is made 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). Each Seller hereby instructs, authorizes and directs the Commissioner for Trademarks of the United States

Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Marks.

2. 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.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, 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.

4. 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 Buyer, their respective successors and permitted assigns.

5. 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 Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. 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.

7. 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.

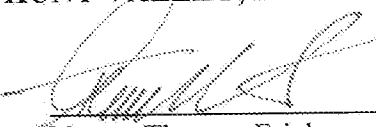
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of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

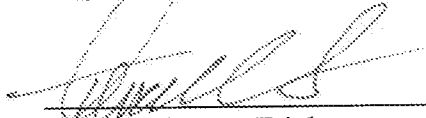
**BL RESTAURANTS HOLDING, LLC
BL RESTAURANT OPERATIONS, LLC
BL RESTAURANT FRANCHISES, LLC
BL HUNT VALLEY, LLC**

By: 
Name: Thomas Fricke
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

BUYER:




BLH ACQUISITION CO., LLC

By: 
Name: Thomas Fricke
Title: Chief Executive Officer & Secretary





[Signature Page to Trademark Assignment Agreement]

EXHIBIT A




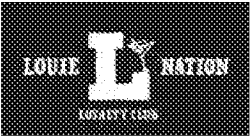

MARKS

K&L Ref	App/Reg #	Mark	IC	Status	Deadline
2607354.10100	4429902	Martini glass design 	9 & 16	Registered	Nov. 05, 2023
2607354.10101		Martini glass design 	43	Unfiled	
2607354.10200	3306139	BAR LOUIE	25 & 30	Registered	Oct. 09, 2027
2607354.10300	3322988	EAT · DRINK · BE HAPPY	43	Registered	Oct. 30, 2027
2607354.10400	3306105	Martini glass design w/ words 	43	Registered	Oct. 09, 2027
2607354.10500	1823417	BAR LOUIE	42	Registered	Feb. 22, 2024
2607354.10600	5722918	DRINK POURN	25 & 43	Registered	Apr. 09, 2025
2607354.10700	87476562	SIN-GRIA	33	Suspended	n/a

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K&L Ref	App/Reg #	Mark	IC	Status	Deadline
2607354.10800	4684613	CINCO DE DRINKO	43	Registered	Feb. 10, 2021
2607354.10900	4678750	LITTLE HELLION	30	Registered	Jan. 27, 2021
2607354.11000	4596906	SIPS OF THE SEASON	43	Registered	Sep. 02, 2020
2607354.11100	4283110	EAT·DRINK·BE HAPPY	43	Registered	Jan. 29, 2023
2607354.11200	4282306	ROCK THE TOT	41	Registered	Jan. 29, 2023
2607354.11300	88711170	BAR LOUIE & Design (no outline) 	43	Awaiting Exam	n/a
2607354.11400	5954492	L & Martini Design 	9	Registered	Jan. 07, 2026
2607354.11401	88729709	L & Martini Design 	43	Awaiting Exam	n/a
2607354.11500	5955627	L & Martini Design 	35	Registered	Jan. 07, 2026
2607354.11600	88711165	LOUIE NATION	35	Awaiting Exam	n/a
2607354.11700	88687020	BOO!ZE	43	Awaiting Exam	n/a
2607354.11800	88711162	JOIN THE GASTROBAR REVOLUTION	43	Awaiting Exam	n/a

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K&L Ref	App/Reg #	Mark	IC	Status	Deadline
2607354.11900	88713350	JOIN THE GASTROBAR REVOLUTION (Stylized) 	41	Awaiting Exam	n/a
2607354.12000		BE PAID TO PARTY	35	Awaiting Exam	n/a
2607354.12100		BURGER NATION	43	Awaiting Exam	n/a
2607354.12200		Martini Glass in First with Star Design 	43	Unfiled	
2607354.12300		BE PAID TO PARTY - LOUIE LOUIE NATION LOYALTY CLUB L & Martini Glass Design 	35	Unfiled	
2607354.12400		LOUIE NATION LOYALTY CLUB L & Martini Glass Design 	35	Awaiting Exam	n/a
2607354.12500		BE PAID TO PARTY LOUIE NATION LOYALTY CLUB L & Martini Glass Design 	35	Awaiting Exam	n/a

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