

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM598154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Logan's Roadhouse, Inc.		06/01/2020	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Logan's Roadhouse II LLC		
Street Address:	3011 Armory Drive		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37204		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4695901	#STEAKWORTHY	
Registration Number:	3352178		
Registration Number:	5521410	AMERICAN ROADHOUSE MEALS	
Registration Number:	3257854	BREWSKI ONIONS	
Registration Number:	4874282	GET NUT-E	
Registration Number:	3326246	LOGAN'S	
Registration Number:	3419984	LOGAN'S	
Registration Number:	5988704	LOGAN'S LOVE	
Registration Number:	5972358	LOGAN'S LOVE	
Registration Number:	1874314	LOGAN'S ROADHOUSE	
Registration Number:	2797192	LOGAN'S ROADHOUSE	
Registration Number:	2934163	LOGAN'S ROADHOUSE	
Registration Number:	3202110	LOGAN'S ROADHOUSE	
Registration Number:	4918070	LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS	
Serial Number:	88425084	LOGAN'S STEAKHOLDERS CLUB	
Registration Number:	4142037	LOGAN'S TWISTED PUNCHES	
Registration Number:	4912600	NUT-E CLUB	
Registration Number:	3260238	ONION BREWSKI	
Registration Number:	3369044		

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Property Type	Number	Word Mark
Registration Number:	4692380	RAISE THE STEAKS
Registration Number:	3705795	ROADIE
Registration Number:	3512567	ROADIES
Serial Number:	88425187	STEAKHOLDERS CLUB
Registration Number:	3077914	THE LOGAN
Registration Number:	3146919	THE REAL AMERICAN ROADHOUSE
Registration Number:	5120815	THE RIGHT WAY TO ROADHOUSE

CORRESPONDENCE DATA

Fax Number: 2027782201

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: 202-955-1500

Email: TMDocketDC@HuntonAK.com

Correspondent Name: Erik C. Kane - Hunton Andrews Kurth LLP

Address Line 1: 2200 Pennsylvania Avenue, NW

Address Line 2: Suite 900

Address Line 4: Washington, D.C. 20037

ATTORNEY DOCKET NUMBER:	076787.0000226
NAME OF SUBMITTER:	Erik C. Kane
SIGNATURE:	/Erik Kane/
DATE SIGNED:	09/17/2020

Total Attachments: 8

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DEED OF ASSIGNMENT

This Assignment is effective as of June 1, 2020 by **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation with an address at 3011 Armory Drive Nashville, TN 37204 ("Assignor"), to and in favor of **LOGAN'S ROADHOUSE II LLC**, a limited liability corporation organized and existing under the laws of Delaware with offices at 3011 Armory Drive Nashville, TN 37204 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the copyrights, trademarks, trade dress and trade names listed in attached Schedule "A" as well as the goodwill appurtenant thereto and certain applications and registrations relating thereto ("Trademarks");

WHEREAS, pursuant to the terms of that Asset Purchase Agreement (the "APA"), dated as of May 4, 2020, among Assignor, DBFLF CFTWE Holdings L.P., and the other parties thereto, Assignor represents and warrants that it has all necessary title and right to grant the assignment and rights transferred hereunder, free and clear of all Liens (other than Permitted Liens and any Liens included in the Assumed Liabilities as defined in the APA); and

WHEREAS, Assignee wishes to acquire from Assignor all right, title and interest in and to the Trademarks in conjunction with a separate Asset Purchase Agreement governing Assignee's acquisition of the entirety of Assignor's business pertaining to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and the foregoing recitals forming a part hereof as though set out hereinbelow, Assignor hereby irrevocably assigns, sells, transfers, conveys, and grants to Assignee, in perpetuity, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks including, without limitation, all common law rights in and to the Trademarks where ever located throughout the world; any registrations or applications for the Trademarks which may subsist; and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, unfair competition, or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns, to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made. To the extent that this assignment includes a pending application(s) to register marks under section 1(b) of the Trademark Act (15 U.S.C. §1051(b)), Assignor and Assignee acknowledge that such assignment is an assignment to a successor to the business of the applicant, or portion thereof, to which the marks pertain, and that such business is ongoing and existing.

Assignor binds itself, as well as its successors, heirs, assigns and legal representatives to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by Assignee, its successors and assigns, to perfect the title herein conveyed, or intended so to be, and to enable such title to be recorded with any appropriate government agencies.

The governing law of this Assignment shall be that of Delaware and all parties hereto hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware. If that court is unwilling or unable to hear such dispute then the federal or state courts located in New Castle County, Delaware shall have exclusive jurisdiction over such dispute. To the extent of any inconsistency between this Assignment and the APA, the APA shall control and prevail.

The undersigned individuals represent and warrant that each has the authority to act on behalf of and bind the party for which they are signing.

[Signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date hereof.

Dated: June 1, 2020

LOGAN'S ROADHOUSE, INC., Assignor

By: _____
Name: Mark A. Smith
Title: Authorized Signatory





LOGAN'S ROADHOUSE II, LLC, Assignee

By:  _____
Name: Morgan J. McClure
Title: President


SCHEDULE "A"

Trademarks and Trade Dress

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	#STEAKWORTHY	Words Only	4695901	IC 43: Restaurant services	Active
USA	Bucket Design		3352178	IC 43: Restaurant services	Active
USA	AMERICAN ROADHOUSE MEALS	Words Only	5521410	IC 43: Bar services; Restaurant services	Active
USA	BREW/SKI ONIONS	Words Only	3257854	IC 29: Prepared entrees consisting primarily of meat, fish, poultry or vegetables	Active
USA	GET NUT-E	Words Only	4874282	IC 43: Bar and restaurant services featuring a customer loyalty program to reward club member customers	Active
USA	LOGAN'S	Words Only	3326246	IC 43: Restaurant services	Active
USA	LOGAN'S & Design		3419984	IC 43: Restaurant services	Active
USA	LOGAN'S LOVE	Words Only	5988704	IC 36: Charitable services, namely, coordination of contributions to emergency funds for those in need in the event of natural disasters and other catastrophic events	Active
USA	LOGAN'S LOVE & Design		5972358	IC 36: Charitable services, namely, coordination of contributions to emergency funds for those in need in the event of natural disasters and other catastrophic events	Active

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	LOGAN'S ROADHOUSE	Words Only	1874314	IC 42: Restaurants	Active
USA	LOGAN'S ROADHOUSE & Design		2797192	IC 43: Restaurant services	Active
USA	LOGAN'S ROADHOUSE & Design		2934163	IC 43: Restaurant services	Active
USA	LOGAN'S ROADHOUSE & Design		3202110	IC 43: Restaurant services	Active
USA	LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS & Design		4918070	IC 43: Restaurant services	Active
USA	LOGAN'S STEAKHOLDERS CLUB	Words Only	88425084 (serial #)	IC 35: Administration of a customer loyalty program which provides incentives and discounts to restaurant patrons	Pending application
USA	LOGAN'S TWISTED PUNCH	Words Only	4142037	IC 33: Alcoholic beverages except beers	Lapsed 2018
USA	NUT-E CLUB	Words Only	4912600	IC 43: Restaurant and bar services featuring a customer loyalty program to reward club member customers	Active
USA	ONION BREWSKI	Words Only	3260238	IC 29: Prepared entrees consisting primarily of meat, fish, poultry or vegetables	Active

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	Peanut Design		3369044	IC 43: Restaurant services	Lapsed 2019
USA	RAISE THE STEAKS	Words Only	4692380	IC 36: Charitable fundraising	Active
USA	ROADIE	Words Only	3705795	IC 30: Prepared foods, namely, sandwiches	Active
USA	ROADIES	Words Only	3512567	IC 30: Prepared foods for consumption on and off premises, namely, sandwiches	Active
USA	STEAKHOLDERS CLUB	Words Only	88425187 (serial #)	IC 35: Administration of a customer loyalty program which provides incentives and discounts to restaurant patrons	Pending application
USA	THE LOGAN	Words Only	3077914	IC 29: Prepared combination entrees consisting primarily of meat and/or vegetables	Active
USA	THE REAL AMERICAN STEAKHOUSE	Words Only	3146919	IC 43: Restaurant services	Active
USA	THE RIGHT WAY TO ROADHOUSE	Words Only	5120815	IC 43: Restaurant and bar services	Active

Country	Mark	Design	Reg #	Goods/Services Description	Status
Madrid System (with pending designation to Mexico)	LOGAN'S ROADHOUSE	Words Only	1472101	PENDING designation to Mexico for International Reg. No. 1472101 IC 43: Restaurants	Pending
Canada	LOGAN'S	Words Only	TM/A884774	Registration date: 26 AUG 2014 IC 43: Restaurant services	Active
Canada	LOGAN'S ROADHOUSE & Design		TM/A887824	Registration date: 09 OCT 2014 IC 43: Restaurant services	Active