

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duane Attaway		12/08/2009	INDIVIDUAL: UNITED STATES
Michele Galatoire		12/08/2009	INDIVIDUAL: UNITED STATES
Leon Galatoire		12/08/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	New Orleans Equity, LLC		
Composed Of:	COMPOSED OF Todd Trosclair, Manager		
Street Address:	1208 Bert Street		
City:	La Place		
State/Country:	LOUISIANA		
Postal Code:	70068		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3751720	GALATOIRE'S RESTAURANT	
Registration Number:	3751721	GALATOIRE'S RESTAURANT	
CORRESPONDENCE DATA			
Fax Number:	(225)387-5397		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	225-387-4000		
Email:	ljk@bswllp.com		
Correspondent Name:	Lance J. Kinchen		
Address Line 1:	P.O. Box 3197		
Address Line 2:	One American Place, 23rd Floor		
Address Line 4:	Baton Rouge, LOUISIANA 70821		
ATTORNEY DOCKET NUMBER:	13138/43336		

OP \$65.00 3751720

900192405

**TRADEMARK
 REEL: 004545 FRAME: 0367**

NAME OF SUBMITTER:	Lance J. Kinchen
Signature:	/lance j kinchen/
Date:	05/20/2011
Total Attachments: 8 source=Assignment 2#page1.tif source=Assignment 2#page2.tif source=Assignment 2#page3.tif source=Assignment 2#page4.tif source=Assignment 2#page5.tif source=Assignment 2#page6.tif source=Assignment 2#page7.tif source=Assignment 2#page8.tif	

**ASSIGNMENT AND ASSUMPTION AGREEMENT
TRADEMARK, COPYRIGHT, LICENSES AND LITERARY RIGHTS**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of December 8, 2009 ("Effective Date"), by and between DUANE ATTAWAY, MICHELE GALATOIRE and LEON GALATOIRE (collectively the "Assignor"), and NEW ORLEANS EQUITY, L.L.C. ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated effective September 1, 2009 (the "Asset Purchase Agreement") entered into by and among Assignor, Baton Rouge Restaurant, LLC and Bourbon Investments, L.L.C., as accepted by the Assignees pursuant to the exercise of their right of first refusal on October 9, 2009, and further clarified by the parties by agreement dated November 5, 2009, the Assignor has agreed to assign certain rights and obligations to Assignee, and Assignee has agreed to accept such assignment and assume certain obligations of Assignor, all as more particularly set forth herein.

The Assignor and Assignee agree that terms defined in the Asset Purchase Agreement shall have the same meaning herein, except as otherwise defined herein. To the extent the terms of the Asset Purchase Agreement and this Agreement are inconsistent, the terms of the Asset Purchase Agreement shall control.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, sells, transfers and sets over to Assignees all of its right, title, benefit, privileges and interest in and to, and Assignees hereby accept, and assume all of Assignor's rights, obligations, interests and liabilities under, the Seller Intellectual Property Rights and the Seller Literary Rights, each as defined in the Asset Purchase Agreement, including but not limited to the trademarks, copyright, licenses, and literary rights, and other proprietary rights listed in the attached Exhibit A (collectively, the "Assigned Rights").
2. Further Assurances. Each party hereto covenants that it will, whenever and as often as reasonably required to do so by the other parties hereto, execute, acknowledge and deliver any and all other assignments, transfers, conveyances, or any instruments of further assurance, assumption, approvals and consents as such other party may reasonably require in order to complete the assignment and assumption of the Assigned Rights contemplated hereby.
3. Indemnification. Assignor agrees to indemnify Assignee and save and hold Assignee harmless from and against any damages, costs and expenses, including reasonable attorney's fees and court costs, caused by or arising out of any claim, loss or liability arising from the Assigned Rights, arising out of facts or circumstances, known or unknown, existing prior to the Effective Date. Assignee agrees to indemnify and save and hold harmless Assignor and its affiliates, officers, managers, members, employees, agents and representatives from and against any damages, costs and expenses, including reasonable attorney's fees and court costs, caused by or arising out of any claim, loss or liability arising from the Assigned Rights, arising out of facts or circumstances, known or unknown, existing on or after the Effective Date.

4. No Third Party Beneficiaries. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties hereto any remedy or claim under or by reason of this instrument or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions in this instrument contained shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

5. Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the prior written consent of all other parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Louisiana.

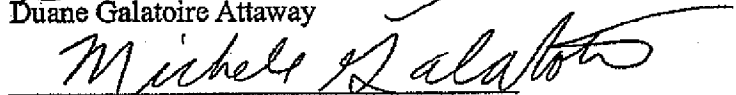
7. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile copy of this Agreement and any signatures on any counterpart hereof shall be considered for all purposes as originals

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

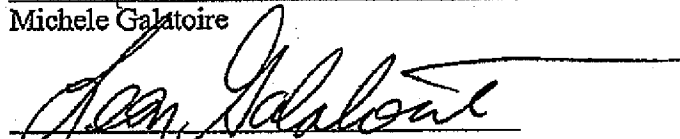
ASSIGNOR:



Duane Galatoire Attaway



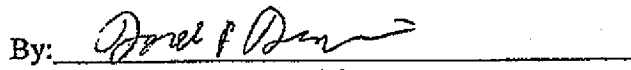
Michele Galatoire



Leon Galatoire

ASSIGNEE:

NEW ORLEANS EQUITY, L.L.C.

By: 

Print Name: Todd Trosclair
Title: MANAGER

893453.1

Exhibit A

Schedules 2.15(a), 2.15(d), 2.15(h), 2.15(i), and 2.15(k), attached hereto

893453.1

Schedule 2.15(a)
Trademark Registrations

Trademarks:

Federal Trademark Application #77/774052
Mark: GALATOIRE'S RESTAURANT (Standard Character)
Filed: July 3, 2009
Class: 43

Federal Trademark Application #77/774061
Mark: GALATOIRE'S RESTAURANT AND GRAPHIC (LAMPPOST)
Filed: July 3, 2009
Class: 43

Registered Copyrights:
Registration TX0006306384
*Galatoire's Cookbook: Recipes and Family History from the Time-Honored
New Orleans Restaurant* by Melvin Rodrigue with Jyl Benson

Licenses Granted by or to any Seller:
Permission granted to Marda Burton and Kenneth Holditch regarding *Once Upon a Time at
Galatoire's*

Schedule 2.15(d)

Seller Literary Rights Licenses and Agreements License or Commercialization of Seller Literary Rights:

Permission granted to Marda Burton and Kenneth Holditch regarding *Once Upon a Time at Galatoire's*

Publication agreement with The Crown Publishing Group (regarding *Galatoire's Cookbook: Recipes and Family History from the Time-Honored New Orleans Restaurant* by Melvin Rodrigue with Jyl Benson)

Agreement with Jyl Benson (regarding *Galatoire's Cookbook: Recipes and Family History from the Time-Honored New Orleans Restaurant* by Melvin Rodrigue with Jyl Benson)

Terri Landry cooking agreement (regarding *Galatoire's Cookbook: Recipes and Family History from the Time-Honored New Orleans Restaurant* by Melvin Rodrigue with Jyl Benson)

Schedule 2.15(h)
Computer Software Licenses

HP (open license)
Microsoft Windows Server 2003
Microsoft Office or XP
Micros
Paymaster
Compeat Back Office Management
Open Table
Back Exec Server
Trend Micros
Adobe Acrobat

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Schedule 2.15(i)
Maintenance of Trademark Registrations

Renewal fees and certificates for Federally registered trademark #2,245,656 (GALATOIRE'S RESTAURANT® (Standard Character)) and #2,397,335 (GALATOIRE'S RESTAURANT AND GRAPHIC®) were not paid or filed by Seller when due and were cancelled by the United States Patent and Trademark Office effective January 26, 2008 and July 28, 2007, respectively. See Schedule 2.15 (a) for new applications.

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Schedule 2.15(j)
Royalties Paid to Third Parties

Software Licenses

HP (open license)
Microsoft Windows Server 2003
Microsoft Office or XP
Micros
Paymaster
Compeat Back Office Management
Open Table
Back Exec Server
Trend Micros
Adobe Acrobat

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