

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brennan's Inc.		07/11/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	417 Royal Street, LLC		
Street Address:	550 Bienville St.		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70130		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0955404	BRENNAN'S	
Registration Number:	0955403	BREAKFAST AT BRENNAN'S	
Registration Number:	1787243		
Registration Number:	0928452		
Serial Number:	73651509		
Serial Number:	73651510	BRENNAN'S	
CORRESPONDENCE DATA			
Fax Number:	5045856907		
<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>			
Phone:	504-566-8607		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Benjamin West Janke		
Address Line 1:	201 St Charles Avenue		
Address Line 2:	Ste. 3600		
Address Line 4:	New Orleans, LOUISIANA 70170		
NAME OF SUBMITTER:	Benjamin W. Janke (LA 31796)		
SIGNATURE:	/s/ /Benjamin W. Janke/		
DATE SIGNED:	07/15/2014		
Total Attachments: 5			

OP \$165.00 0955404

source=Brennan Assign#page1.tif
source=Brennan Assign#page2.tif
source=Brennan Assign#page3.tif
source=Brennan Assign#page4.tif
source=Brennan Assign#page5.tif

TRADEMARK AND GOODWILL ASSIGNMENT AGREEMENT

This Trademark and Goodwill Assignment Agreement ("Agreement") is made and entered into as of July 11, 2014 (the "Effective Date") by and between 417 Royal Street, LLC, a Louisiana limited liability company ("Buyer") and Ronald J. Hof, solely in his capacity as Chapter 7 Trustee for the Bankruptcy Estate of Brennan's Inc., Case No. 13-12985, United States Bankruptcy Court, Eastern District of Louisiana ("Seller"). The Seller and the Buyer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, pursuant to the Purchase and Sale Agreement dated June 4, 2014, between the Seller and the Buyer, as amended, modified or supplemented from time to time (the "Purchase Agreement"), the Seller has agreed to sell to the Buyer all of its Tradenames, Trademarks, and service marks (whether registered, applied for, or used under common law), including the Goodwill, and all rights and proceeds associated therewith; and

WHEREAS, Seller desires to assign to Buyer all of its worldwide right, title and interest, whether protected, created or arising under the Laws of the United States or any other jurisdiction, to its trade names, trademarks, and service marks, trade dress, logos, slogans and all other devices used to identify the Brennan's restaurant formerly operated at 417 Royal Street, New Orleans, LA, whether registered or unregistered or at common law, including all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing, including but not limited to the tradenames, federal registrations, and federal applications set forth in Exhibit A attached hereto (collectively, "Trademarks"); and

WHEREAS, the Seller is the sole and rightful owner of the Trademarks; and

WHEREAS, the Buyer desires to purchase or acquire the Seller's right, title, and interest in and to the Trademarks; and

WHEREAS, pursuant to the Purchase Agreement, the Buyer has agreed to purchase the Trademarks from the Seller, and the Seller has agreed to assign the Trademarks to the Buyer; and

WHEREAS, the Parties hereto wish to enter into this Agreement for the purpose of causing the transfer of ownership and assignment of the Trademarks from the Seller to the Buyer.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 Assignment and Sale. Effective as of the Effective Date, the Seller does hereby sell, assign, transfer and set over to Buyer all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Seller's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

The Seller authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Buyer as recipient of Seller's entire right, title and interest therein.

Seller further agrees to upon the request and at the expense of Buyer: (a) cooperate with Buyer in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Buyer lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

Section 2 Further Assurances. Subject to the terms and conditions of the Purchase Agreement, each of the Parties will use their best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective the transfer of the Trademarks hereunder, including without limitation the filing of assignments with the United States Patent and Trademark Office and other applicable federal or state governmental agencies, or the taking of other actions necessary or advisable, to transfer all registered Trademarks to Buyer's name,

including without limitation those set forth in any exhibit or schedule hereto, and to provide whatever information or documentation is requested by Buyer with respect to the Trademarks. From time to time after the date hereof, Seller will execute and deliver such instruments and documents to Buyer as Buyer may reasonably request in order to more effectively vest in Buyer good title to the Trademarks.

Section 3 Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana without regard to its principles of conflicts of laws.

Section 4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures on this Agreement shall be as effective as original signatures on this Agreement.

Section 5 Amendments. This Agreement may not be amended without the express written consent of both Parties.


[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO TRADEMARK AND GOODWILL ASSIGNMENT
AGREEMENT BETWEEN 417 ROYAL STREET, LLC AND RONALD J. HOF,
SOLELY IN HIS CAPACITY AS CHAPTER 7 TRUSTEE FOR THE BANKRUPTCY
ESTATE OF BRENNAN'S INC., CASE NO. 13-12985, UNITED STATES
BANKRUPTCY COURT, EASTERN DISTRICT OF LOUISIANA DATED JULY 11
2014]

IN WITNESS WHEREOF, the Parties have caused this Trademark and Goodwill
Assignment to be executed and delivered and to be effective as of the Effective Date.

BUYER:

417 Royal Street, LLC

By: 
Printed Name: RALPH BRENNAN
Title: MANAGER

SELLER:

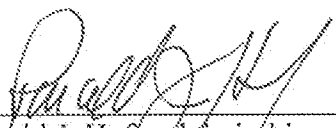

Ronald J. Hof, solely in his capacity as
Chapter 7 trustee for the bankruptcy estate
of Brennan's Inc., Case No 13-12985,
United States Bankruptcy Court for the
Eastern District of Louisiana

EXHIBIT A

Tradenames:

Brennan's

Trademarks:

Mark	Serial No.	Registration No.	Registration Date
Brennan's	72379407	0955404	3/13/1973
Breakfast at Brennan's	72379406	0955403	3/13/1973
(Rooster)	74340685	1787243	8/10/1993

Mark	Type	App. S/N	Reg. No.	Reg. Date	Applicant/ Registrant	Status.
BRENNAN'S	Typed Drawing	72/379,407	0,955,404	3/13/73	Brennan's, Inc.	Live
BREAKFAST AT BRENNAN'S	Typed Drawing	72/379,406	0,955,403	3/13/73	Brennan's, Inc.	Live
Rooster	Design Only	74/340,685	1,787,243	8/10/93	Brennan's, Inc.	Live
Rooster	Design Only	72/379,408	0,928,452	2/1/72	Brennan's, Inc.	Expired 1/4/92
Rooster	Design Only	73/651,509, Applied for 3/26/87	N/A	N/A	Brennan's, Inc.	Dead Abandoned 1/17/89
Brennan's (italized)	Styalized words	73/651,510, Applied for 3/26/87	N/A	N/A	Brennan's Inc.	Dead Abandoned 1/17/89)