

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327476

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S.B. Restaurant Co.		08/29/2014	CORPORATION: CALIFORNIA
S.B. Restaurant Co. of Central Florida, LLC		08/29/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
S.B. Restaurant Co. of Kansas LLC		08/29/2014	LIMITED LIABILITY COMPANY: KANSAS

RECEIVING PARTY DATA

Name:	CM EBAR, LLC
Street Address:	18900 Dallas Parkway
Internal Address:	Suite 125
City:	Dallas
State/Country:	TEXAS
Postal Code:	75287
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3555569	GLOBAL GRILL / WOK KITCHEN
Registration Number:	1439560	ELEPHANT BAR
Registration Number:	2415892	ELEPHANT BAR RESTAURANT A DINING ADVENTU
Registration Number:	2997209	ELEPHANT BAR RESTAURANT A DINING ADVENTU
Registration Number:	3617148	ELEPHANT BAR
Registration Number:	3680728	ELEPHANT BAR GLOBAL GRILL / WOK KITCHEN
Registration Number:	3696548	ELEPHANT BAR GLOBAL GRILL WOK KITCHEN
Registration Number:	2925313	

CORRESPONDENCE DATA

Fax Number: 2145508185

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: 214-550-8188

Email: trademarks@carterscholer.com

Correspondent Name: Dyan M. House

Address Line 1: Carter Scholer Arnett Hamada & Mockler

TRADEMARK

Address Line 2: 8150 N. Central Expressway, 5th Floor
Address Line 4: Dallas, TEXAS 75206

ATTORNEY DOCKET NUMBER: CMEB01-00001

NAME OF SUBMITTER: Dyan M. House

SIGNATURE: /Dyan M. House/

DATE SIGNED: 12/29/2014

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment") is made on this 29th day of August, 2014 by and between S.B. Restaurant Co., S.B. Restaurant Co. of Central Florida, LLC, and S.B. Restaurant Co. of Kansas LLC (collectively, the "Assignors"), each Assignor being a Debtor and Debtor in Possession under Case No. 8:14-bk-13778-ES in the United States Bankruptcy Court for the Central District of California, on the one hand, and CM EBAR, LLC ("Assignee"), on the other hand, in favor of Assignee.

RECITALS

WHEREAS, Assignors and CM7 Capital Partners, LLC (the "Buyer") are parties to that certain Asset Purchase Agreement, dated August 6, 2014 (the "Purchase Agreement"), pursuant to which Assignors agreed to sell, transfer and assign to the Buyer the Purchased Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, pursuant to the Assignment and Assumption Agreement dated August 6, 2014, the Buyer assigned all of its rights and obligations, including, without limitation, all of the Buyer's rights to the Purchased Intellectual Property, under the Purchase Agreement to Assignee;

WHEREAS, Assignors, each as to themselves only, wish to convey all of their respective right, title and interest in and to those trademarks set forth on Schedule A attached hereto, all applications and registrations pertaining thereto and all common law rights associated therewith, together with any goodwill arising therefrom (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire the Trademarks and the goodwill represented thereby, all in accordance with and subject to the terms and conditions of the Purchase Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignors, each as to themselves only, hereby assign, transfer, and convey to Assignee and its successors and assigns, all of Assignors' worldwide rights, title, and interest of whatever kind, including all common law rights, in and to the Trademarks throughout the world, together with the associated goodwill as well as all income, royalties, and damages hereafter due or payable with respect to the Trademarks, including without limitation, Assignors' right, if any, to license the Trademarks to others, and all rights to sue for damages and payments for past, present, or future infringements and misappropriations of the Trademarks.

2. Recordation of Assignment. Assignors hereby authorize and request the United States Commissioner of Patents and Trademarks and any other applicable governmental

authority in any applicable jurisdiction to record Assignee as the owner of their respective interests in the Trademarks and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

3. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California and title 11 of the United States Code without regard to its conflicts of laws principles.

4. Amendment; Waiver. This Trademark Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any extension or waiver by any party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such party.

5. Counterparts. This Trademark Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same assignment.

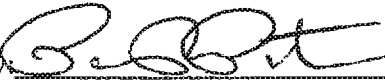
6. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, Assignors and Assignee are executing and delivering this Trademark Assignment in accordance with and subject to all of the terms, provisions, conditions, acknowledgments and disclaimers of or set forth in the Purchase Agreement.

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IN WITNESS WHEREOF, Assignors and Assignee have duly executed this Trademark Assignment on the date first above written.

ASSIGNORS:

S.B. RESTAURANT CO.

By: _____

Name: Paul Potvin

Title: Chief Financial Officer

S.B. RESTAURANT CO. OF KANSAS LLC

By: _____

Name: Paul Potvin

Title: Chief Financial Officer

S.B. RESTAURANT CO. OF CENTRAL FLORIDA, LLC

By: _____

Name: Paul Potvin

Title: Chief Financial Officer

ASSIGNEE:

CM EBAR, LLC

By: _____

Name: Akash Bhakta

Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

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By: _____

Name: Paul Potvin

Title: Chief Financial Officer

ASSIGNEE:

CM EBAR, LLC

By:  _____

Name: Akash Bhakta

Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

SCHEDULE A
TRADEMARKS

Pledgor	Mark	Application or Registration No.	Country	Issue or Filing Date	Renewal Date
S.B. Restaurant Co. (Design Mark)	Elephant Bar	1,439,560	USA	5/12/87	5/12/17
S.B. Restaurant Co. (Word Mark)	Elephant Bar Restaurant A Dining	2,415,892	USA	12/26/00	6/16/15
S.B. Restaurant Co. (Design Mark)	Elephant Bar Restaurant A Dining	2,997,209	USA	9/20/05	9/2/15
S.B Restaurant Co. (Word Mark)	Global Grill/Wok Kitchen	3,555,569	USA	12/30/08	12/30/18
S.B. Restaurant Co. (Compass Design)	Elephant Bar	3,617,148	USA	5/5/09	5/5/15
S.B. Restaurant Co. (Word Mark)	Elephant Bar Global Grill/Wok Kitchen	3,680,728	USA	9/8/09	9/8/15
S.B. Restaurant Co. (Compass Design)	Elephant Bar Global Grill/Wok Kitchen	3,696,548	USA	10/13/09	10/13/15
S.B. Restaurant Co. (Design Only)	Picture of Elephant	2,925,313	USA	2/8/05	2/8/15