

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FT Acquisition, LLC		01/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DK Flat Top Grill, LLC		
Street Address:	200 East Travelers Trail		
Internal Address:	Suite 235		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55337		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3877875	FLAT OUT CRAZY	
Registration Number:	4018903	FLAT OUT CRAZY RESTAURANT GROUP	
Registration Number:	4333776	FLAT TOP GRILL	
Registration Number:	4333693	FLAT TOP STIR-FRY GRILL	
Registration Number:	2336283	FLATTOP GRILL	
Registration Number:	2046499	THE FLATTOP GRILL	
CORRESPONDENCE DATA			
Fax Number:	9528855969		
<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:	9523461433		
Email:	trademark@mmlawfirm.com		
Correspondent Name:	Joshua R. Mason		
Address Line 1:	7760 France Avenue South		
Address Line 2:	Suite 700		
Address Line 4:	Minneapolis, MINNESOTA 55435		
ATTORNEY DOCKET NUMBER:	13281.022		
NAME OF SUBMITTER:	Joshua R. Mason, Attorney for Assignee		
SIGNATURE:	/Joshua R. Mason/		

OP \$165.00 3877875

DATE SIGNED:	10/31/2017
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made as of January 28, 2016, by and between DK Flat Top Grill, LLC, a Delaware limited liability company (the "**Buyer**"), and FT Acquisition, LLC, a Delaware limited liability company (the "**Seller**"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 14, 2015 (the "**Purchase Agreement**"), by and between the Buyer and the Seller, among other things, the Seller has agreed to transfer, contribute and assign to the Buyer, all of the Seller's right, title and interest in or relating to all of the Seller Registered Intellectual Property, existing as of the Closing Date, including, without limitation, such intellectual property of Seller as set forth on the attached Schedule A hereto, together with the goodwill of the Business associated therewith (collectively, the "**Marks**");

WHEREAS, the execution and delivery of this Trademark Assignment by the Seller is a condition to the obligations of the Buyer to consummate the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto hereby agree as follows:

1. Assignment. The Seller hereby irrevocably assigns to the Buyer: (i) all of the Seller's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Closing Date with respect to the Marks, for Buyer's own use and enjoyment and for the use and enjoyment of Buyer's successors, assigns, or other legal representatives. The Seller agrees to give the Buyer and/or any person designated by the Buyer, at Seller's cost, all reasonable assistance that may be required to perfect the rights granted herein.

2. Registration. The Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Buyer as the assignee and owner of any and all of the Seller's rights in the Marks.

3. Parties in Interest. This Trademark Assignment will be binding upon and inure solely to the benefit of the Buyer and its successor and permitted assigns and be binding upon and enforceable against the Seller and its successors and permitted assigns. Nothing herein, express or implied, is intended to or will be construed to or will confer upon any other Person, any right, claim, cause of action, benefit or remedy of any nature whatsoever, under or by reason of this Trademark Assignment, including, without limitation, by way of subrogation.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules thereof. Notwithstanding the choice of law, each of the parties hereto, in respect of itself and its properties, agrees to be subject to (and hereby irrevocably submits to) the jurisdiction of the Delaware courts, in respect of any suit, action or proceeding arising out of or relating to this Trademark Assignment or the transactions contemplated herein, and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such court. Each of the parties hereto irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection to the laying of the venue of any such suit, action or proceeding brought in the Delaware courts, and any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

5. Counterparts. This Trademark Assignment may be executed in any number of counterparts (any of which may be delivered by facsimile or other electronic transmission), and by the different parties hereto in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first above written.

SELLER:

FT ACQUISITION, LLC

By: Mark P. [Signature]
Name:
Title: *VP of operations*

BUYER:

DK FLAT TOP GRILL, LLC

By: _____
Name: Becky Moldenhauer
Title: Chief Financial Officer and Secretary

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first above written.

SELLER:

FT ACQUISITION, LLC

By: _____
Name:
Title:


BUYER:

DK FLAT TOP GRILL, LLC

By: Becky Moldenhauer
Name: Becky Moldenhauer
Title: Chief Financial Officer and Secretary

SCHEDULE A
Trademarks

Mark	Owner	Status/Key Dates
<u>FLAT OUT CRAZY</u> RN: 3877875 SN: 77815038	Ft Acquisition, LLC (Delaware Limited Liability Company)	Registered November 16, 2010 Int'l Class:43 First Use:August, 2010 Filed:August 28, 2009 Published:January 19, 2010 Registered:November 16, 2010
<u>FLAT OUT CRAZY RESTAURANT GROUP</u> RN: 4018903 SN: 85224526 Disclaimer: "RESTAURANT GROUP"	Ft Acquisition, LLC (Delaware Limited Liability Company)	Registered August 30, 2011 Int'l Class:35 First Use:April, 2010 Filed:January 24, 2011 Published:June 14, 2011 Registered:August 30, 2011
<u>FLAT TOP GRILL</u> SN: 85588813 Disclaimer: "GRILL"	Ft Acquisition, LLC (Delaware Limited Liability Company)	Abandoned - No Statement of Use November 23, 2015 Filed:April 4, 2012 Published:February 26, 2013
<u>FLAT TOP GRILL</u> RN: 4333776 SN: 85588849 Disclaimer: "GRILL"	Ft Acquisition, LLC (Delaware Limited Liability Company)	Registered May 14, 2013 Int'l Class:43 First Use:August 11, 1995 Filed:April 4, 2012 Published:February 26, 2013 Registered:May 14, 2013
<u>FLAT TOP STIR-FRY GRILL</u>	Ft Acquisition, LLC (Delaware Limited Liability Company)	Registered May 14, 2013 Int'l Class:43

Mark	Owner	Status/Key Dates
RN: 4333693 SN: 85571445 Disclaimer: "STIR-FRY GRILL"		First Use: May, 2011 Filed: March 16, 2012 Published: February 26, 2013 Registered: May 14, 2013
<u>FLATTOP GRILL and Design</u>  RN: 2336283 SN: 75743211 Disclaimer: "GRILL"	Ft Acquisition, LLC (Delaware Limited Liability Company)	Renewed March 28, 2010 Int'l Class: 42 First Use: August 11, 1995 Filed: July 6, 1999 Published: January 4, 2000 Registered: March 28, 2000 Last Renewal: March 28, 2010
<u>THE FLATTOP GRILL</u> RN: 2046499 SN: 74672311 Disclaimer: "GRILL"	Ft Acquisition, LLC (Delaware Limited Liability Company)	Renewed March 18, 2007 Int'l Class: 42 First Use: August 11, 1995 Filed: May 11, 1995 Published: December 5, 1995 Registered: March 18, 1997 Last Renewal: March 18, 2007

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