

TRANSFER AND LICENSE AGREEMENT

AGREEMENT made this 27 day of December, 1996 by and between The Hilltop Steak House, Inc., a Massachusetts corporation with a place of business at 686 Hale Street, Beverly, Massachusetts 01915 (hereinafter "Steak House"), The Hilltop Group, Inc., a Massachusetts corporation with a place of business at 220 Daniel Webster Highway, Nashua, New Hampshire (hereinafter "Group"), John R. Swansburg, of 686 Hale Street, Beverly, MA 01915 ("Swansburg"), High Country Investor, Inc., a Colorado corporation with a place of business at 855 Broadway, Saugus, MA 01906 ("High Country") and Richard Monfort (hereinafter "Monfort").

WHEREAS, Steak House is the exclusive owner of all trademark rights in the "Hilltop" and "Hilltop Steak House Frank Giuffrida" and logo trademarks and service marks which marks are protected under U.S. registration numbers 1156761, 1311679, 1658337, 1655847, 1659917 and 1679721 (hereinafter, the "Trademarks"), together with all related marks, logos, themes and distinguishing characteristics; and

WHEREAS, Steak House and High Country have entered into a certain License Agreement with respect to the Trademarks dated as of _____, 1996 (the "1996 License"); and

WHEREAS, High Country presently operates Hilltop Steak House restaurants in Saugus (the "Saugus Restaurant") and Braintree, Massachusetts (the "Braintree Restaurant"), and operates the retail butchershop/marketplaces in Saugus and Braintree, Massachusetts; and

WHEREAS, Group presently operates a Hilltop Steak House restaurant in Nashua (the "Nashua Restaurant") and the retail butchershop/marketplace in Nashua, New Hampshire (the "Nashua Butchershop"); and

WHEREAS, Steak House and High Country desire to terminate the 1996 License; and

WHEREAS, High Country desires to acquire from Hilltop all right, title and interest in and to the Trademarks; and

WHEREAS, Group desires to be permitted to use the Trademarks in connection with the operation of the Nashua Restaurant and the Nashua Butchershop.

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follow:

1. Termination of 1996 License. Steak House and High Country agree to terminate the 1996 License, together with any payment obligations owing thereunder to Steak House, effective immediately.
2. Trademarks. Steak House hereby transfers to High Country all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and agrees

to execute and deliver to High Country the Assignment in the form of Exhibit A attached hereto.

3. Gift Certificate Liability. High Country shall assume all liability for all Hilltop Steak House gift certificates issued by Steak House in 1995 and in 1996 prior to the execution of this Agreement. Upon execution of this Agreement, High Country shall conspicuously post a notice to all patrons in the Saugus Restaurant, the Braintree Restaurant and in the Saugus and Braintree retail butcher shops/marketplaces to the effect that any Hilltop Steak House gift certificates issued in any year prior to 1995 must be used not later than January 5, 1997.

4. License. High Country hereby grants to Group the nonexclusive and nontransferable right, license and authority to use the Trademarks and all related marks, logos, themes and distinguishing characteristics solely in connection with the operation of the Nashua Restaurant and the Nashua Butchershop. Unless earlier terminated as provided below, this license shall remain in full force and effect for a period of 99 years from the date of this Agreement. This license shall automatically terminate with respect to each permitted licensee in the event that such licensee shall cease business operations for a period of thirty (30) consecutive days, become insolvent, make a general assignment for the benefit of creditors, or file a petition of bankruptcy under the Bankruptcy Act, or such a petition is filed against such licensee and the licensee has not discharged said petition within sixty (60) days, or upon the appointment of a receiver for all or substantially all of the assets of such licensee.

5. Release. High Country and Monfort, on behalf of themselves, their successors, heirs, assigns, representatives and anyone else claiming by, through or under them (hereinafter, the "Releasers"), for good and valuable consideration, do hereby release, acquit, remise, covenant not to sue or commence proceedings against, and forever discharge Steak House, Group, their officers, directors, stockholders, agents and attorneys, and Swansburg, individually, together with their successors, heirs, assigns, representatives and anyone else claiming by, through or under them (hereinafter, the "Releasees") of and from all causes of action, suits, debts, obligations, damages, liabilities, claims and demands whatsoever, in law or in equity, which the Releasers ever had, now have, or may have against the Releasees from the beginning of the world to the date of this Agreement.

6. Further Restrictions. High Country acknowledges and agrees to abide by certain restrictions on the use of the "Hilltop" and "Frank Giuffrida" names contained in a certain Purchase and Sale Agreement by and between Frank J. Giuffrida, John R. Swansburg, and the Ranch, Inc. dated as of December 23, 1987.

7. Infringement. Group may, at its own expense and in its sole discretion, challenge all unauthorized and infringing uses of the Trademarks (including uses in connection with the sale of food products) of which it becomes aware in the geographic territory in which Nashua Restaurant and the Nashua Butchershop are operating. Group may also, at its own expense and in its sole discretion, oppose or seek to cancel United States registrations or applications for registration of trademarks of which it becomes aware that infringe or appear to infringe the Trademarks.

8. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, addressed to the party to be notified at its address shown at the beginning of this Agreement, or at such other address as may be furnished in writing to the notifying party.

9. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all previous verbal and written agreements including the 1996 License. No modification of this Agreement shall be effective unless in writing and signed by the parties or their duly authorized representatives.

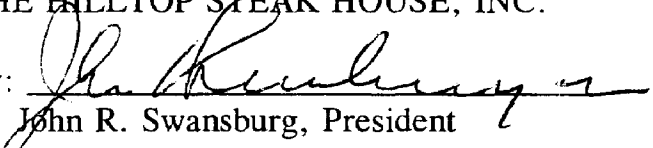
10. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

11. Waiver. A waiver by either party of any breach of or default under any provision hereof by the other party shall not be deemed to be a waiver of any subsequent or continuing breach of or default under any other provisions.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

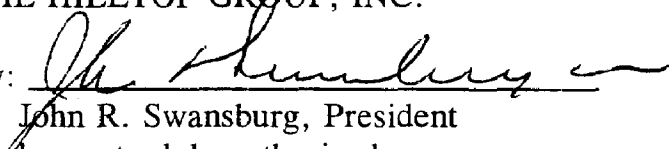
THE HILLTOP STEAK HOUSE, INC.

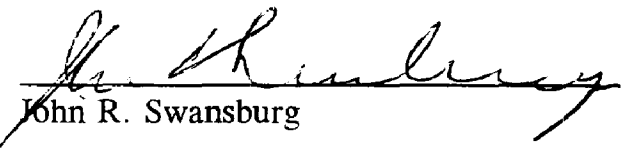
By:


John R. Swansburg, President
hereunto duly authorized

THE HILLTOP GROUP, INC.

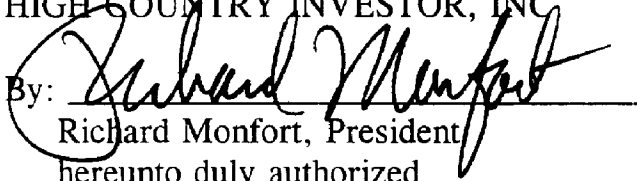
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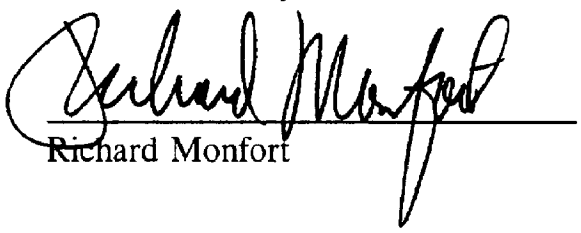

John R. Swansburg, President
hereunto duly authorized


John R. Swansburg

HIGH COUNTRY INVESTOR, INC

By:


Richard Monfort, President
hereunto duly authorized


Richard Monfort

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WITWER, OLDENBURG, BARRY & BEDINGFIELD, LLP

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JOHN J. BARRY
JEFFREY T. BEDINGFIELD
JACQUELINE JOHNSON

PATRICK M. GROOM

TRANSMITTAL

TO: Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231

RE: High Country Investor, Inc./Hilltop Steak House, Inc.

TRANSMITTED

- For Recordation and Return
- For Filing With Court
- As Per Your Request

- For Signature & Return
- For Your Records
- For Your Review

No. Copies	Description
1 original	Recordation Form Cover Sheet dated 10/21/98 with attachment (copy of Transfer and License Agreement dated December 23, 1996 by and between The Hilltop Steak House, Inc., The Hilltop Group, Inc., John R. Swansburg, High Country Investor, Inc., and Richard Monfort)

Check no. 20532 in the amount of \$165.00 for requisite fee

REMARKS:

WITWER, OLDENBURG, BARRY &
BEDINGFIELD, LLP

By: Diane R. Goddard
Diane R. Goddard, Legal Assistant
to Jeffrey T. Bedingfield

DATE: October 21, 1998