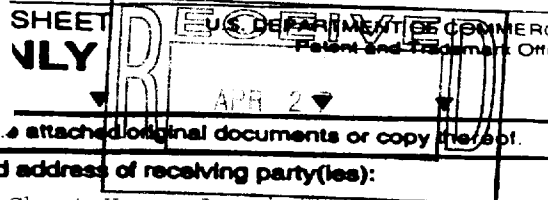


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To the Honorable Commissioner of F

attached original documents or copy thereof.

1. Name of conveying party(ies):

Diamond Jim's Steak House, L.L.C.

A-27-99

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 22, 1999

2. Name and address of receiving party(ies):

Name: Chart House Acquisition, Inc.

Internal Address: Suite 295

Street Address: 640 N. LaSalle Street

City: Chicago State: IL ZIP: 60610

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/572,348

B. Trademark registration No.(s)

2,091,489

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anamaria Elejalde, Esq.

Internal Address: Seyfarth, Shaw, Fairweather & Geraldson

Street Address: 55 East Monroe Street
Suite 4200

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/05/1999 JSHABAZZ 00000045 75572348

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anamaria Elejalde
Name of Person Signing

A. Elejalde
Signature

April 26, 1999
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1893 FRAME: 0741

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT, dated as of April 22, 1999 (the "Assignment"), is made by Diamond Jim's Steak House, L.L.C., a New York limited liability company ("Assignor") to Chart House Acquisition, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Sale Agreement dated as of March 17, 1999 among Assignor, Assignee and certain other parties thereto (the "Purchase Agreement");

WHEREAS, Assignor owns, has adopted, and is using those United States trademarks set forth on Exhibit A to this Assignment (the "Trademarks");

WHEREAS, Assignor has agreed pursuant to the Purchase Agreement to sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademarks (and all extensions and renewals of the registrations thereof) and the goodwill associated with the Trademarks, but in no event including any Excluded Assets; and

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreement:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Trademarks (and all extensions and renewals of the registrations thereof) and the goodwill associated with the use of and symbolized by the Trademarks. Further, Assignor hereby assigns, transfers and sets over unto Assignee Assignor's rights, if any, to sue for and to collect damages, profits and other relief for any past infringement of the Trademarks.

2. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademarks in Assignee and/or to carry out the intent of this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

DIAMOND JIM'S STEAK HOUSE, L.L.C.

(SEAL)

By: Richard Wolf
Title: Manager

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On April 22, 1999, before me Michael Margulis, a Notary Public, personally appeared Richard Wolf, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which he acted executed this instrument.

WITNESS my hand and official seal

Michael Margulis
Notary Public

MICHAEL MARGULIS
COMMISSION EXPIRES NOVEMBER 21, 2000
REGISTRATION NO. 02MA5036152
STATE OF NEW YORK
COUNTY OF NEW YORK

1228241

EXHIBIT A

<u>Trademark</u>	<u>Registration Number</u>	<u>Application or Registration Date</u>	<u>Services</u>
"Angelo and Maxie's"	Reg. No. 2,091,489	August 26, 1997	Restaurant Services
"Angelo and Maxie's Steakhouse and Design"	Serial No. 75/572348	Filed October 18, 1998 (Pending)	Restaurant Services

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