

To the Honorable Commissioner of Patents and Trademarks:

7-30-99

Please record the attached original documents.

Submission Type: New

Conveyance Type: Assignment

Conveying Party: Brookwood Grill Holding Corp.
a Corporation of Georgia

Execution Date: July 7, 1999

Receiving Party: Brookstone Management Corp.
a Corporation of Georgia

Receiving Party Address: 3010 Royal Boulevard South, Suite 510
Alpharetta, Georgia 30022

Correspondent Name: William J. Cohen, Esq.

Correspondent Address: Robins, Kaplan, Miller & Ciresi, LLP
950 East Paces Ferry Road, N.E.
Suite 2600
Atlanta, GA 30326

Correspondent Phone No.: (404) 233-1114

No. of Pages: 4

Service Marks: Application No. 75/470177
Registration No. 2,099,404

Number of Properties: two


Total Fee Enclosed: \$65.00

08-03-1999



101106334

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.

By: 
Its: RESIDENT

7/22/99
(Date)

08/02/1999 DNGUYEN 00000247 75470177

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

65E

ASSIGNMENT OF SERVICE MARKS

WHEREAS, Brookwood Grill Holding Corp., formerly known as Brookwood Grills, Inc., a Georgia corporation having its principal place of business at 3010 Royal Boulevard South, Suite 510, Alpharetta, Georgia 30022 (hereinafter referred to as "Assignor"), is the owner of the marks and record owner of the service marks as set forth in the Schedule of Service Marks annexed hereto and made a part hereof, (hereinafter collectively referred to as the "Service Marks"); and

WHEREAS, Brookstone Management Corp., a Georgia corporation, having an address of 3010 Royal Boulevard South, Suite 150, Alpharetta, Georgia 30022 (hereinafter referred to as "Assignee"), is desirous of acquiring all of the rights, title and interest of Assignor in, to and under the Service Marks, together with the goodwill of the business symbolized thereby.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the sufficiency and receipt of which is hereby acknowledged, Assignor confirms the transfer and hereby transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the Service Marks together with the goodwill of the business symbolized thereby and the United States registrations therefor; and

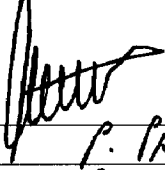
1. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, whose duty it is to record service mark registrations, applications and titles thereto, to record the Service Marks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this instrument; and

2. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, all claims for damages by reason of past infringement of the Service Marks, the right to sue for and collect the same of its own use and enjoyment and for the use and enjoyment of its successors or assigns;

3. Assignor agrees to execute such further documents as may be required to record Assignee as the owner of the Service Marks and registrations herein assigned.

IN WITNESS WHEREOF, Assignor has executed this instrument on this 7th day of July, 1999.

BROOKWOOD GRILL HOLDING CORP.

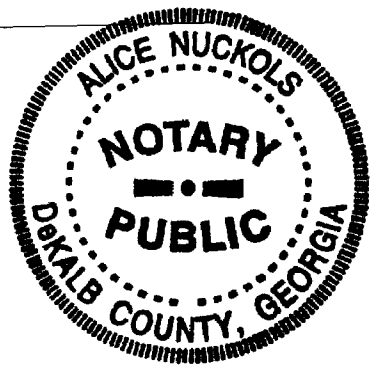
By: 
Name: P. PANAS
Title: PRESIDENT

State of Georgia)
) ss:
County of Fulton)

On the 7th day of July, 1999, before me personally came Pierre N. Panos to me known and being by me duly sworn, did depose and say that he holds the office of President of the Assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said corporation.

Alice Nuckols

Notary Public
My Commission Expires: _____



Notary Public, DeKalb County, Georgia
My Commission Expires March 16, 2003

EXHIBIT A

<u>Service mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookwood Grill Casual Dining Logo	1,894,433	May 16, 1995
Brookwood Grill	1,897,850	June 6, 1995