

07-25-2002

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab setting ⇨⇨⇨ 0 102168247 0 0 0

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Chart House Enterprises, Inc. 07/18/02
Individual(s) Association
General Partnership Limited Partnership
X Corporation-State: Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies):
Name: Chart House Acquisition, Inc.
Internal Address:
Street Address: 640 N. LaSalle Street, Suite 295
City: Chicago State: IL Zip: 60610
Individual(s) citizenship
Association
General Partnership
Limited Partnership
X Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
X Assignment Merger
Security Agreement Change of Name
Other
Execution Date: July 1, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes X No

B. Trademark Registration No.(s)
2,567,443

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Claire M. Kimball
Internal Address: Alston & Bird
Street Address: 1201 West Peachtree Street
City: Atlanta State: GA Zip: 30309-3424

6. Total number of applications and registrations involved: 1
Total fee (37 CFR 3.41): \$40.00
X Enclosed
Authorized to be charged to deposit account
8. Deposit account number: N/A
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Claire M. Kimball Signature Date July 18, 2002

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner to Patent & Trademarks, Box Assignments Washington, D.C. 20231

ATL01/11237120v1

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TRADEMARK REEL: 002549 FRAME: 0384

TRADEMARK ASSIGNMENT

CHART HOUSE ENTERPRISES, INC., a Delaware corporation, with its principal place of business at 640 N. LaSalle Street, Suite 295, Chicago, IL 60610, (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of U.S. Trademark Reg. No. 2,567,443 for the mark GET IN THE MOOD (hereinafter referred to as the "Mark"), in connection with ASSIGNOR'S services, and the goodwill associated therewith; and CHART HOUSE ACQUISITION, INC., a Delaware corporation, with its principal place of business at 640 N. LaSalle Street, Suite 295, Chicago, IL 60610 (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Mark.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR of valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Mark, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Mark, together with the goodwill of the business symbolized by the Mark, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Mark or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE's name.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of July 1, 2002.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of July 1, 2002.

CHART HOUSE ENTERPRISES, INC.

By: Kenneth R. Rosner

Name: Kenneth R. Rosner

Title: PRESIDENT

STATE OF Illinois §

COUNTY OF Cook §

On this 1st day of July, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth R. Rosner, known by me to be the person of the above name and an officer of **CHART HOUSE ENTERPRISES, INC.**, duly authorized to execute this Trademark Assignment on behalf of **CHART HOUSE ENTERPRISES, INC.**, who signed and executed the foregoing instrument on behalf of **CHART HOUSE ENTERPRISES, INC.**

Holly L. Schneider
Notary Public

My Commission Expires: _____



CHART HOUSE ACQUISITION, INC.

By: Kenneth R. Posner

Name: Kenneth R. Posner

Title: President

STATE OF Illinois §

COUNTY OF Cook §
§

On this 1st day of July, 2002 before me, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth R. Posner, known by me to be the person of the above name and an officer of CHART HOUSE ACQUISITION, INC., duly authorized to execute this Trademark Assignment on behalf of CHART HOUSE ACQUISITION, INC., who signed and executed the foregoing instrument on behalf of CHART HOUSE ACQUISITION, INC.

Holly L. Schneider
Notary Public

My Commission Expires:

