

02-13-2003



To the Honorable Commissioner o.

102365080

3d original documents or copy thereof.

1. Name of conveying party(ies): 1-24-03
 Brookstone Management Corp.

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

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

2. Name and address of receiving party(ies)
 Name: O'Charley's Management Company, Inc
 Internal
 Address: _____

Street Address: 3038 Sidco Drive
 City: Nashville State: TN Zip: 37204

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 05-02-2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2099404
2310620

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert T. Brewer
 Internal Address: AmSouth Center
Bass, Berry & Sims PLC


Street Address: 315 Deaderick Street
Suite 2700
 City: Nashville State: TN Zip: 37238-3001

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:
502483

DO NOT USE THIS SPACE

9. Signature.
Robert L. Brewer  Jan 16, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

02/13/2003 TBIAZ1 00000003 502483 2099404
01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

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

TRADEMARK
REEL: 002670 FRAME: 0547

ASSET PURCHASE AGREEMENT

between

O'CHARLEY'S INC.

and

DAVID C. ROWE, JR.,

PIERRE N. PANOS,

ANTHONY J. HALLIGAN III,

BROOKSTONE MANAGEMENT CORP.,

STONEY RIVER HOLDING CORP.,

STONEY RIVER STEAKHOUSE OF DULUTH, LLC

STONEY RIVER, LEGENDARY STEAKS OF ROSWELL, LLC

STONEY RIVER, LEGENDARY STEAKS OF DEERFIELD, LLC

and

STONEY RIVER, LEGENDARY STEAKS OF DEER PARK, LLC

Dated: May 2, 2000

TRADEMARK

REEL: 002670 FRAME: 0548

TABLE OF CONTENTS

ARTICLE 1
DEFINITIONS 1

ARTICLE 2
BASIC TRANSACTION 5
2.1 Purchase and Sale of Assets 5
2.2 Assumption of Liabilities 5
2.3 Purchase Price 6
2.4 The Closing 7
2.5 Allocation of Purchase Price 7
2.6 Deliveries at the Closing 7

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE STONEY RIVER PARTIES . . 7
3.1 Organization of the Stoney River Entities 8
3.2 Authorization of Transaction 8
3.3 Noncontravention 8
3.4 Brokers' Fees 8
3.5 Title to Assets 8
3.6 Financial Statements 9
3.7 Events Subsequent to Most Recent Fiscal Year End 9
3.8 Legal Compliance 11
3.9 Tax Matters 11
3.10 Real Property 11
3.11 Intellectual Property 12
3.12 Tangible Assets 14
3.13 Inventory 14
3.14 Contracts 14
3.15 Powers of Attorney 15
3.16 Insurance 15
3.17 Litigation 16
3.18 Employees 16
3.19 Employee Benefits 17
3.20 Environmental, Health, and Safety Matters 18
3.21 Certain Business Relationships with the Stoney River Entities 19
3.22 Disclosure 19

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE BUYER 19
4.1 Organization of the Buyer 19

4.2	Authorization of Transaction	19
4.3	Noncontravention	19
4.4	Brokers' Fees	20
ARTICLE 5		
	PRE-CLOSING COVENANTS	20
5.1	General	20
5.2	Notices and Consents	20
5.3	Operation of Business	20
5.4	Preservation of Business	20
5.5	Full Access	21
5.6	Notice of Developments	21
5.7	Exclusivity	21
ARTICLE 6		
	CLOSING; OBLIGATIONS OF THE PARTIES	21
6.1	Conditions to Obligation of the Buyer	21
6.2	Conditions to Obligation of the Stoney River Parties	23
ARTICLE 7		
	INDEMNIFICATION	24
7.1	Survival of Representations and Warranties	24
7.2	Indemnification Provisions for Benefit of Buyer	25
7.3	Indemnification Provisions for Benefit of the Stoney River Entities	25
7.4	Procedure for Matters Involving Third Parties	25
7.5	Notice of Claim	26
7.6	Recoupment Against Earn-Out Consideration	27
7.7	Other Indemnification Provisions	27
ARTICLE 8		
	TERMINATION	27
8.1	Termination of Agreement	27
8.2	Effect of Termination	28
ARTICLE 9		
	MISCELLANEOUS	28
9.1	Confidentiality	28
9.2	No Third-Party Beneficiaries	29
9.3	Entire Agreement	29
9.4	Succession and Assignment	29
9.5	Headings	29
9.6	Notices	29
9.7	Further Assurances	30

9.8	Right to Use Certain Acquired Assets Following Closing	31
9.9	Litigation Support	31
9.10	Transition	31
9.11	Counterparts	31
9.12	Governing Law	31
9.13	Amendments and Waivers	31
9.14	Severability	31
9.15	Expenses	32
9.16	Construction	32
9.17	Incorporation of Exhibits and Schedules	32

Exhibit A - Earn-Out Matrix

Exhibit B - Inventory

Exhibit C - Form of Non-Competition and Non-Solicitation Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") made this 2nd day of May, 2000, by and between O'CHARLEY'S INC., a Tennessee corporation ("Buyer"), and DAVID C. ROWE, JR., a resident of the State of Georgia ("Rowe"), PIERRE N. PANOS, a resident of the State of Georgia ("Panos"), ANTHONY J. HALLIGAN III, a resident of the State of Georgia ("Halligan"), BROOKSTONE MANAGEMENT CORP., a Georgia corporation ("BMC"), STONEY RIVER HOLDING CORP., a Georgia corporation ("SRHC"), STONEY RIVER STEAKHOUSE OF DULUTH, LLC, a Georgia limited liability company ("Duluth LLC"), STONEY RIVER, LEGENDARY STEAKS OF ROSWELL, LLC, a Georgia limited liability company ("Roswell LLC"), STONEY RIVER, LEGENDARY STEAKS OF DEERFIELD, LLC, a Georgia limited liability company ("Deerfield LLC"), and STONEY RIVER, LEGENDARY STEAKS OF DEER PARK, LLC, a Georgia limited liability company ("Deer Park LLC").

WHEREAS, Buyer desires to acquire from the Stoney River Entities (as defined herein), and the Stoney River Entities desire to sell to Buyer, all of the assets of the Stoney River Entities relating to the Stoney River, Legendary Steaks concept and the operation of Stoney River, Legendary Steaks restaurants (the "Business").

NOW, THEREFORE, in consideration of the premises and the mutual promises made herein, and in consideration of the representations, warranties, and covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

"**Acquired Assets**" means all right, title, and interest in and to all of the assets of Duluth LLC, Roswell LLC, Deerfield LLC, Deer Park LLC and all of the assets of BMC (specifically excluding assets of BMC used exclusively in connection with the Brookwood Grill restaurant) and SRHC related to the Business, including (a) real property, leaseholds and subleaseholds therein, improvements, fixtures, and fittings thereon, and easements, rights-of way, and other appurtenants thereto (such as appurtenant rights in and to public streets), (b) tangible personal property (such as machinery, equipment, inventories of food and supplies, and furniture), (c) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (d) leases, subleases, and rights thereunder, (e) agreements, contracts, indentures, mortgages, instruments, Security Interests, guaranties, other similar arrangements, and rights thereunder, (f) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of taxes), (g) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies (but not including liquor licenses), and (h) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials;

Brookstone Management Corp.
Stoney River Holding Corp.
Stoney River Steakhouse of Duluth, LLC
Stoney River Steakhouse of Roswell, LLC
Stoney River, Legendary Steaks of Deerfield, LLC
Stoney River, Legendary Steaks of Deer Park, LLC
4205 Fairway Villas Drive
Alpharetta, Georgia 30202
Telephone: (770) 360-5616
Facsimile: (770) 475-4430

Pierre N. Panos
660 River Falls Ct.
Roswell, Georgia
Telephone: (770) 518-4953

If to the Buyer:

O'Charley's Inc.
3038 Sidco Drive
Nashville, Tennessee 37204
Attn: Gregory L. Burns
Telephone: (615) 256-8500
Facsimile: (615) 782-5031

Copy to:

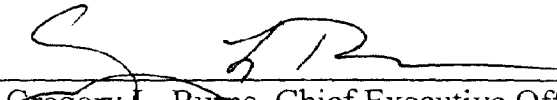
Bass, Berry & Sims PLC
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238-0002
Attention: J. Page Davidson
Telephone: (615) 742-6253
Facsimile: (615) 742-2753

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited or overnight courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

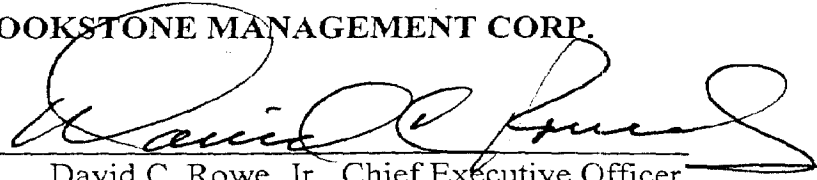
9.7 Further Assurances. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor). Without limiting the generality of the foregoing, following the Closing, the Stoney River Entities shall cooperate with Buyer in obtaining the transfer of all liquor licenses currently held by the Stoney River Entities relating to the Business. From and after the Closing Date, Buyer shall be entitled to possession of all documents, books, records (including tax records), agreements, and financial data of any sort relating to the Stoney River Entities. Following the Closing, the Stoney River Entities shall cease doing business under the names "Stoney River" and "Legendary Steaks" and shall, within one year following the Closing Date, either liquidate and dissolve or change their respective names to discontinue using the names "Stoney River" and/or "Legendary Steaks." The Stoney River Parties shall execute any consent forms or other instruments necessary to permit Buyer and its Affiliates to do business using the names "Stoney River" and "Legendary Steaks" following the Closing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

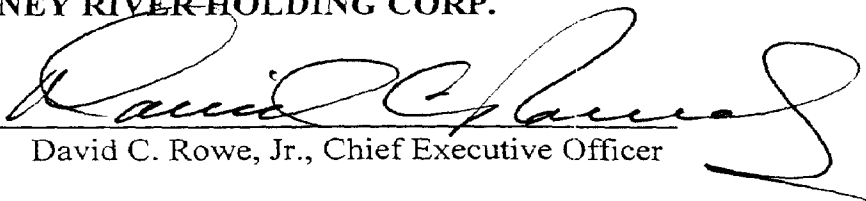
O'CHARLEY'S INC.

By: 
Gregory L. Burns, Chief Executive Officer

BROOKSTONE MANAGEMENT CORP.

By: 
David C. Rowe, Jr., Chief Executive Officer


STONEY RIVER HOLDING CORP.

By: 
David C. Rowe, Jr., Chief Executive Officer

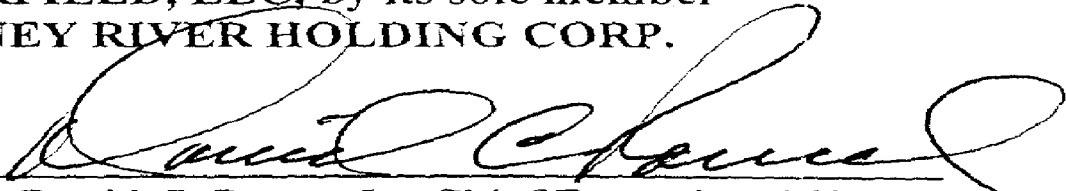
**STONEY RIVER STEAKHOUSE OF DULUTH, LLC, by its sole member
STONEY RIVER HOLDING CORP.**

By: 
David C. Rowe, Jr., Chief Executive Officer

**STONEY RIVER, LEGENDARY STEAKS OF ROSWELL, LLC, by its sole member
STONEY RIVER HOLDING CORP.**

By: 
David C. Rowe, Jr., Chief Executive Officer


**STONEY RIVER, LEGENDARY STEAKS OF
DEERFIELD, LLC, by its sole member
STONEY RIVER HOLDING CORP.**

By: 
David C. Rowe, Jr., Chief Executive Officer

**STONEY RIVER, LEGENDARY STEAKS OF
DEER PARK, LLC, by its sole member
STONEY RIVER HOLDING CORP.**

By: 
David C. Rowe, Jr., Chief Executive Officer


David C. Rowe, Jr., Individually


Pierre N. Panos, Individually


Anthony J. Halligan III, Individually

Schedule 3.11(b)

IDENTIFIES EACH PATENT, COPYRIGHT, TRADEMARK AND SERVICE MARK REGISTRATION THAT HAS BEEN ISSUED TO ANY OF THE STONEY RIVER ENTITIES WITH RESPECT TO ANY OF ITS INTELLECTUAL PROPERTY USED IN THE BUSINESS, IDENTIFIES EACH PENDING PATENT, COPYRIGHT, TRADEMARK AND SERVICE MARK APPLICATION OR APPLICATION FOR REGISTRATION THAT ANY OF THE STONEY RIVER ENTITIES HAS MADE WITH RESPECT TO ANY OF ITS INTELLECTUAL PROPERTY USED IN THE BUSINESS, AND IDENTIFIES EACH LICENSE, AGREEMENT, OR OTHER PERMISSION THAT ANY OF THE STONEY RIVER ENTITIES HAS GRANTED TO ANY THIRD PARTY WITH RESPECT TO ANY OF ITS INTELLECTUAL PROPERTY (TOGETHER WITH ANY EXCEPTIONS) USED IN THE BUSINESS. ALSO IDENTIFIES EACH TRADE NAME OR UNREGISTERED TRADEMARK OR SERVICE MARK USED BY ANY OF THE STONEY RIVER ENTITIES IN CONNECTION WITH THE BUSINESS.

BMC holds service marks for "Stoney River" registration number 2,099,404 and "Legendary Steaks" registration number 75/470177.