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102499057

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

Tab settings

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

1. Name of conveying party(ies):

CHARLIE BROWN'S MARK CORP.

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

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

2. Name and address of receiving party(ies)

Name: FLEET NATIONAL BANK, as Administrative Agent

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

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

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: 6/6/2003

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

A. Trademark Application No.(s) SEE ATTACHED ANNEX A

B. Trademark Registration No.(s) SEE ATTACHED ANNEX A

Additional number(s) attached Yes No

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

Name: Bingham McCutchen, LLP

Internal Address: Attention: ANDREW NASH

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

07/16/2003 BYRNE 00000179 907691

DO NOT USE THIS SPACE

9. Signature.

40.00 OP 150.00 OP

Stacey Farrell Name of Person Signing

Signature

6/26/03 Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002778 FRAME: 0119

ANNEX A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
CHARLIE BROWN'S and Design	907,691	2/9/1971
CHARLEY BROWN'S	907,698	2/9/1971
100 PROOF Miscellaneous Design	1,273,137	4/3/1984
THE OFFICE and Design	1,298,183	9/25/1984
JOLLY TROLLEY and Design	1,661,248	10/15/1991
THE OFFICE BEER BAR & GRILL	2,050,785	4/18/1997
SO MANY BEERS, SO LITTLE TIME	2,108,690	10/28/1997

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- California State Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
CHARLEY BROWN'S & Design	1158	3/17/1971

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, CHARLIE BROWN'S MARK CORP., (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, FLEET NATIONAL BANK, a national banking association, having a place of business at 100 Federal Street Boston, MA (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

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IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 6th day of June, 2003.

CHARLIE BROWN'S MARK CORP.

By: Jerry A. Brinnidge
Name: JERRY A. BRINNIDGE
Title: VP/CFO

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the 6th day of June, 2003.

FLEET NATIONAL BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 6th day of June, 2003.

CHARLIE BROWN'S MARK CORP.

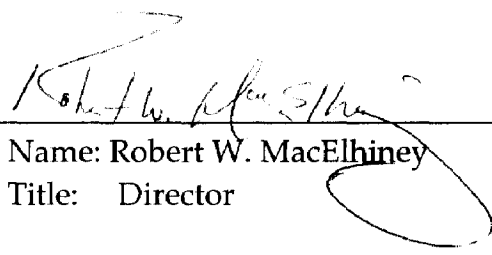
By: _____

Name:

Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the 6th day of June, 2003.

FLEET NATIONAL BANK, as Administrative Agent

By:  _____

Name: Robert W. MacElhiney

Title: Director

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK _____)
) ss.
COUNTY OF NEW YORK _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 6th day of June, 2003, personally appeared Jerry A. Bruinooge to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President and Chief Financial Officer of Charlie Brown's Mark Corp., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Jerry Bruinooge acknowledged said instrument to be the free act and deed of said corporation.

Kimberly M. Monroe
Notary Public

My commission expires: December 13,
2005

KIMBERLY M. MONROE
Notary Public, State of New York
No. 02MO6034613
Qualified in New York County
Commission Expires Dec. 13, 2005

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