

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Constellation Concepts, Inc.		11/21/2003	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Tavistock Restaurants, LLC
<b>Street Address:</b>	9701 Chestnut Ridge Drive
<b>City:</b>	Windermere
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34786-8944
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2167894	BEST BEER BEHIND BARS

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)393-2286
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	415-393-2000
<b>Email:</b>	john.calkins@bingham.com
<b>Correspondent Name:</b>	John W. Calkins, Bingham McCutchen LLP
<b>Address Line 1:</b>	Three Embarcadero Center
<b>Address Line 2:</b>	Suite 1800
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-4067

<b>ATTORNEY DOCKET NUMBER:</b>	0000303946
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<b>NAME OF SUBMITTER:</b>	Mary Dougherty
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**Total Attachments: 5**  
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## TRADEMARK ASSIGNMENT

WHEREAS, Constellation Concepts, Inc., a California corporation, having a principal place of business at 2200 Powell Street, Emeryville, California ("ASSIGNOR") owns certain right, title and interest in, to and under the trademarks and trademark applications set forth in the attached Schedule A (the "Properties"), and

WHEREAS, Tavistock Restaurants, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and having a principal place of business at 9701 Chestnut Ridge Drive, Windermere, Florida ("ASSIGNEE"), is desirous of acquiring such right, title and interest in, to and under the Properties.

NOW, THEREFORE, in accordance with and subject to the terms of that certain Asset Purchase Agreement dated September 5, 2003, among Assignor, CCRC Indiana, Inc. and Assignee, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, all of its right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to ASSIGNOR, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; AND THE ASSIGNOR HEREBY covenants and agrees that the ASSIGNOR has full right to convey the interest herein assigned, and that the ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;

AND THE ASSIGNOR HEREBY covenants and agrees that the ASSIGNOR will execute, acknowledge, and deliver to ASSIGNEE, its successors, legal representatives and assigns, such other and further assignments, instruments, and documents as ASSIGNEE reasonably may request for the purpose of establishing, evidencing, registering, enforcing, or defending its ownership of all rights, titles, and interests in and to the Properties. ASSIGNOR constitutes and appoints ASSIGNEE as ASSIGNOR's agent and attorney-in-fact, with full power of substitution, to execute and deliver such assignments, instruments, and documents as ASSIGNOR may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of this 21st day of November, 2003.

Constellation Concepts, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_, before me the undersigned, a Notary Public for the Country of \_\_\_\_\_, personally appeared \_\_\_\_\_, 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 the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary

Tavistock Restaurants, LLC

By: *[Signature]*

Its: Manager/President

Date: 11-21-03

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of this 21st day of November, 2003.

Constellation Concepts, Inc.

By: 

Name: John B. Ghuzzi

Its: VP, CFO, Sec.

Date: 11/21/03

STATE OF \_\_\_\_\_ )

)ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, before me the undersigned, a Notary Public for the Country of \_\_\_\_\_, personally appeared \_\_\_\_\_, 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 the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary

Tavistock Restaurants, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE A

Properties

The names "California Café," "Napa Valley Grille," "Ondine," "Horizons," "Blackhawk Grille," "Alcatraz Brewing Company," "Café Club" and any other trade names or trademarks, registered or unregistered, associated with the ownership or operation of the Restaurants and as in Schedule 2.21 of the Purchase Agreement and the attachment to this Schedule A.

**Constellation Concepts, Inc. - Trademark Status Report**

Report Date: 7/7/2003

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Country	Mark	Status	App. No. Reg. No.	App Date Reg Date	Class	Goods / Services	Next Action Due/Comments
California	BLACKHAWK GRILLE	Registered	038428	4/23/199	42	RESTAURANT AND BAR SERVICES	Renewal Due: 4/23/2011
California	ONDINE	Registered	051449	5/24/199	42	RESTAURANT, BAR AND FOOD CATERING SERVICES	Renewal Due: 5/24/2009
Japan	CALIFORNIA CAFE	Registered	7-70828 4,075,985	7/14/199 10/31/19	42	SERVING FOOD AND DRINK	Renewal Due: 10/31/2007
United States	BEST BEER BEHIND BARS	Registered	74/692257 2,167,894	6/16/199 6/23/199	25	CLOTHING NAMELY, SHIRTS, T-SHIRTS, APRONS, AND CAPS	Decl. of Use Due: 6/23/2004
United States	BEST BEER BEHIND BARS	Registered	74/692256 2,044,882	6/16/199 3/11/199	32	BEER AND ALE	Renewal Due: 3/11/2007
United States	BEST BEER BEHIND BARS	Registered	74/692259 2,041,312	6/16/199 2/25/199	42	RESTAURANT, BAR AND BREW PUB SERVICES	Renewal Due: 2/25/2007
United States	BIGHOUSE RED & Design	Registered	75/381662 2,518,947	10/30/19 12/18/20	32	BEER AND ALE	Decl. of Use Due 12/18/2007
United States	BIRDMAN	Registered	75/230444 2,237,359	1/22/199 4/6/1999	32	BEER AND ALE	Decl. of Use Due: 4/6/2005
United States	CAFE CLUB	Registered	74/263171 1,724,806	4/6/199 10/13/19	35	PROMOTING THE PATRONAGE OF APPLICANTS RESTAURANTS THROUGH THE ADMINISTRATION OF INCENTIVE AWARD PROGRAMS	Renewal Due: 10/13/2012
United States	CALIFORNIA CAFE	Registered	74/696222 1,984,046	6/26/199 7/21/1996	33	WINES	Renewal Due: 7/21/2006

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RECORDED: 06/22/2004

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