

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keg Restaurants, Ltd.		06/30/2004	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	The Keg Rights Limited Partnership
Street Address:	10100 Shellbridge Way
City:	Richmond
State/Country:	BRITISH COLUMBIA
Postal Code:	V6X 2W7
Entity Type:	LIMITED PARTNERSHIP: BRITISH COLUMBIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2847690	THE KEG STEAKHOUSE & BAR
Registration Number:	2847689	THE KEG STEAKHOUSE & BAR
Registration Number:	2722213	THE KEG SPIRIT FOUNDATION
Registration Number:	2738060	THE KEG SPIRIT FOUNDATION

CORRESPONDENCE DATA	
Fax Number:	(415)268-7522
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415 268 6538
Email:	rlal@mofo.com
Correspondent Name:	Jennifer Lee Taylor
Address Line 1:	Morrison & Foerster LLP, 425 Market St.
Address Line 4:	San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	55972-2400000
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NAME OF SUBMITTER:	Aaron P. Rubin/ Marjorie J. Wadsworth
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Total Attachments: 2

900009988

**TRADEMARK
 REEL: 002888 FRAME: 0020**

CH \$115.00 2847690

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of JUNE 30, 2004 (the "Effective Date") by and between Keg Restaurants, Ltd., a Canada corporation ("Assignor"), and The Keg Rights Limited Partnership, a British Columbia limited partnership ("Assignee"), referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks listed in Schedule A attached hereto (referred to collectively hereinafter as the "Marks"), and to the goodwill and reputation of the business connected with and symbolized by these trademarks;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Assignment.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks, together with all goodwill associated therewith, effective upon Assignor's receipt of all payments due hereunder. Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Marks to Assignee.

2. **Payment.** As full payment for the assignment of the Marks, Assignee shall pay to Assignor the sum of one United States dollars (US\$1.00) on the Effective Date.

3. **Miscellaneous.** This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE
THE KEG RIGHTS LIMITED PARTNERSHIP BY
ITS GENERAL PARTNER THE KEG GP LTD.

By: _____

Name: Neil Maclean
Secretary

Title: _____

ASSIGNOR
KEG RESTAURANTS LTD

By: _____

Name: Neil Maclean
Secretary

Title: _____

Schedule A – Assigned Marks

1. **THE KEG STEAKHOUSE & BAR** – U.S. Reg. No. 2,847,690
2. **THE KEG STEAKHOUSE & BAR (& Design)** – U.S. Reg. No. 2,847,689
3. **THE KEG SPIRIT FOUNDATION** – U.S. Reg. No. 2,722,213
4. **THE KEG SPIRIT FOUNDATION (& Design)** – U.S. Reg. No. 2,738,060