

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Agreement voiding Assignment previously recorded at reel/frame 2778/0119 and granting a security interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Charlie Brown's Marks Corp.		12/15/2004	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Fleet National Bank
<b>Street Address:</b>	100 Federal Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	Administrative Agent:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	907691	CHARLIE BROWN'S
Registration Number:	1273137	100 PROOF
Registration Number:	1661248	JOLLY TROLLEY
Registration Number:	2050785	THE OFFICE BEER BAR & GRILL
Registration Number:	907698	CHARLEY BROWN'S
Registration Number:	2108690	SO MANY BEERS SO LITTLE TIME 60 TAPS 'N BOTTLES
Registration Number:	1298183	THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 756-2132  
 Email: scott.kareff@srz.com  
 Correspondent Name: Scott M. Kareff, Esq.  
 Address Line 1: 919 Third Avenue  
 Address Line 4: New York, NEW YORK 10022

**TRADEMARK**

ATTORNEY DOCKET NUMBER:

015060/0005

NAME OF SUBMITTER:

Scott M. Kareff, Esq.

**Total Attachments: 5**

source=Charlie Brown TM Agr\_1#page1.tif

source=Charlie Brown TM Agr\_2#page1.tif

source=Charlie Brown TM Agr\_3#page1.tif

source=Charlie Brown TM Agr\_4#page1.tif

source=Charlie Brown TM Agr\_5#page1.tif

**TRADEMARK AGREEMENT**

**THIS TRADEMARK AGREEMENT** (this "Agreement") between **CHARLIE BROWN'S MARKS CORP.** ("Charlie Brown's" or "Assignor") and **FLEET NATIONAL BANK** ("Administrative Agent" or "Assignee") is entered into on December \_\_\_, 2004 and is effective as of June 6, 2003.

**WHEREAS**, on June 6, 2003, Assignor and Assignee entered into an Amended and Restated Trademark Collateral Security and Pledge Agreement (the "Security Agreement"), whereby Assignor granted Assignee a security interest in and to the trademarks listed on the attached Schedule A (the "Trademarks") (any capitalized terms not defined herein shall have the meaning as set forth in the Security Agreement);

**WHEREAS**, pursuant to the Security Agreement, Charlie Brown's granted to Fleet a conditional assignment of the Trademarks and executed an Assignment of Trademarks and Service Marks (U.S.) in connection therewith (the "Assignment"), which Assignment was to be held in escrow and to be effective only upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under the Security Agreement;

**WHEREAS**, on June 26, 2003, the Assignment (rather than the Security Agreement) was inadvertently mistakenly filed with the United States Patent and Trademark Office ("PTO") and recorded on June 27, 2003 at Reel/Frame No. 002778/0119 as an assignment of ownership (the "Recorded Assignment");

**WHEREAS**, at all times since the recordation of the Recorded Assignment, Charlie Brown's has exercised control over the quality of the goods and/or services sold and/or rendered in connection with the Trademarks; and

**WHEREAS**, the parties hereto wish to (a) treat and confirm the Recorded Assignment as null and void by this Agreement, (b) confirm the grant and continued effectiveness of a security interest in the Trademarks to Assignee by Assignor pursuant to the Security Agreement and effective as of and from June 6, 2003, and (c) to record this Agreement in place of the Recorded Assignment, as evidence of the Administrative Agent's security interest in the Trademarks effective as of and from June 6, 2003.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Recorded Assignment is null and void *ab initio* and Assignee disclaims and disavows any ownership in or to the Trademarks or any goodwill associated therewith, and recognizes Charlie Brown's as the owner thereof at all times on and after June 6, 2003, provided, however, that Assignor does hereby confirm the grant and continued effectiveness of a continuing security interest in and first priority lien on the Trademarks in favor of the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, and the pledge and mortgage (but not the transfer of title to) the Trademarks to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent pursuant to Section 2.1 of the

9765378.1

BUSDOCS/1383199.1

Security Agreement, as of and from June 6, 2003, all in accordance with the terms and conditions of the Security Agreement.

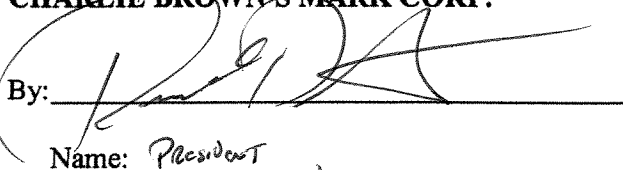
2. Assignor does hereby confirm the conditional assignment to the Administrative Agent for the benefit of the Lenders and the Administrative Agent pursuant to Section 2.2 of the Security Agreement of Assignor's right, title and interest in and to the Trademarks, effective only upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under the Security Agreement, and is and shall be otherwise subject to the terms and conditions of the Security Agreement.

3. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed by its officer thereunto duly authorized as of December \_\_, 2004 and effective as of June 6, 2003.

**CHARLIE BROWN'S MARK CORP.**

By:   
Name: President  
Title: Russell O'Anton

STATE OF N.J.  
COUNTY OF Union ss.:

On this 15 day of December 2004, before me, the undersigned, personally appeared Russell O'Anton, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL]

CYNTHIA FERRARO  
Notary Public of New Jersey  
My Commission expires Sept. 23, 2007

**FLEET NATIONAL BANK, as Assignee and as  
Administrative Agent**

By: Cristin M. O'Hara

Name: Cristin M. O'Hara  
Title: Director

STATE OF MA

ss.:

COUNTY OF SUFFOLK

On this 14 day of December 2004, before me, the undersigned, personally appeared CRISTIN M. O'HARA, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Ellen F. Hickey  
[NOTARY SEAL]



ELLEN F HICKEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
Sept. 12, 2008

**SCHEDULE A**

<u>Trademark or Service Mark</u>	<u>United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
--	---	--------------------------

CHARLIE BROWN'S and Design	907,691	2/9/71
100 PROOF Miscellaneous Design	1,273,137	4/3/84
JOLLY TROLLEY and Design	1,661,248 (canceled)	10/15/91
THE OFFICE and Design	1,298,183	9/25/84
THE OFFICE BEER BAR & GRILL	2,050,785	4/18/97
CHARLEY BROWN'S	907,698	2/9/71
SO MANY BEERS, SO LITTLE TIME	2,108,690 (canceled)	10/28/97

<u>State</u>	<u>Trademark or Service Mark</u>	<u>U.S. State Registrations Registration No.</u>	<u>Registration Date</u>
CA	CHARLEY BROWN'S and Design	1158	3/17/71

9765378.1

BUSDOCS/1383199.1