

08-06-2004



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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

Do. 4-8

1. Name of conveying party(ies):

Slade's, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 6/25/2004

2. Name and address of receiving party(ies)

Name: Chain Bridge Properties, L.L.C.

Internal

Address: \_\_\_\_\_

Street Address: 2941 Fairview Park Drive, #605

City: Falls Church State: VA Zip: 22042

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Virginia limited liability company

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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,968,495;  
1,561,615; and 1,384,792.

Additional number(s) attached  Yes  No

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

Name: Peter A. Batten

Internal Address: \_\_\_\_\_

Street Address: 2941 Fairview Park Drive, #605

City: Falls Church State: VA Zip: 22042

6. Total number of applications and registrations involved: \_\_\_\_\_

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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DO NOT USE THIS SPACE

9. Signature.

Peter A. Batten

Name of Person Signing

Signature

June 25, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

08/05/2004 6TOM11 00000021 1968495

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

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

TRADEMARK  
REEL: 003020 FRAME: 0076

## SECURED PARTY BILL OF SALE

THIS SECURED PARTY BILL OF SALE is made as of the 25th day of June, 2004, by RWOS, LLC, an Idaho limited liability company ("Secured Party").

WHEREAS, Secured Party asserts that it possesses a valid and duly perfected security interest in certain personal property of Slade's, Inc., Slade's of Maryland, Inc., Slade's of Pennsylvania, Inc., and Slade's of Tennessee, Inc. (collectively, the "Debtors") as more fully described on Exhibit "A" attached hereto (the "Collateral"); and

WHEREAS, Secured Party held a duly noticed public UCC foreclosure sale of the Collateral on June 25, 2004 (the "Foreclosure Sale"); and

WHEREAS, Secured Party submitted the only and prevailing bid for the Collateral by submitting a credit bid in the amount of \$150,000.00 and is entitled to a bill of sale evidencing the title acquired at the Foreclosure Sale; and


WHEREAS, Secured Party desires to assign its rights (as the highest and successful bidder at the Foreclosure Sale ) to take title to the Collateral to Chain Bridge Properties, L.L.C., a Virginia limited liability company (the "Company"), in consideration for the Company's debt obligations to Secured Party pursuant to that certain Amended, Restated and Consolidated Promissory Note dated June 25, 2004, and certain related documents.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration , the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby sells, grants, transfers, conveys and assigns to the Company, and the Company hereby accepts delivery of, all right, title, and interest of Debtors in and to the Collateral that was transferred as a result of the Foreclosure Sale. The disposition of the Collateral effected by this Secured Party Bill of Sale transfers to the Company all of Debtor's rights therein, discharges Secured Party's security interest under which it was made, and discharges any security interest or liens subordinate thereto, all to the extent provided by and subject to the limitations of applicable law. The Company agrees that the Collateral is transferred without any warranties or representations of any kind, express or implied, including any warranties as to title, merchantability or fitness for use or sale and any warranties relating to the conduct of the Foreclosure Sale. There are no warranties whatsoever applicable to the rights being transferred herein, and the Company agrees that the Collateral is placed at Company's disposal in "as is" and "where is" conditions.

**SECURED PARTY:**

RWOS, LLC, an Idaho limited liability company


By: AMRESKO Commercial Finance, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Matt Moore, Executive Vice President

Acknowledged and Agreed:

**COMPANY:**

Chain Bridge Properties, L.L.C.,  
a Virginia limited liability company

By:   
~~Richard P. Buskell, President~~  
Richard P. Buskell  
Vice President

## EXHIBIT "A"

All fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of personal property, of whatever kind or nature, including, without limitation, all tradenames and copyrights associated with the operation of the restaurant locations set forth below and specifically the tradenames and copyright described below; and any replacements, proceeds or products thereof and additions thereto, now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the restaurant locations described below, and whether located on or off the below described restaurant locations, but excluding all food and liquor inventory which will not be offered as part of the sale. The Collateral is located at the following restaurant locations:

### Restaurant Locations

1. 1436 Greenbrier Parkway, Chesapeake, VA 23320;
2. 657 Lynnhaven Parkway, Virginia Beach, VA 23452;
3. 645 East Jubal Early Drive, Winchester, VA 22601;
4. 5597 Spectrum Drive, Frederick, MD 21703; and
5. 271 Gleaves Street, Madison, TN 37115, and
6. 2860 Whiteford Road, York, PA 17402.

### Trademarks

<u>Trademark</u>	<u>Regis No.</u>	<u>Date of Reg.</u>	<u>Expires</u>
PARGO'S AMERICAN FOOD & SPIRITS (and design)	1,968,495	4/16/1996	4/16/2006
PARGO'S	1,561,615	10/17/1989	10/17/2009
PARGO'S SPIRITED FOODS (and design)	1,384,792	2/25/1986	2/25/2006

### Copyright

<u>COPYRIGHT</u>	<u>REGISTRATION NO.</u>	<u>DATE OF REGISTRATION</u>
PARGO'S SPIRITED FOODS MENU	TX 2 688 952	09/05/1989