

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brass Balls, Inc.		05/26/2000	CORPORATION: TEXAS
Dale F. Wamstad		05/26/2000	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	III Forks Real Estate, L.P.		
Composed Of:	COMPOSED OF III Forks Restaurants GP, L.L.C., General Partner		
Street Address:	12200 Stemmons Freeway		
Internal Address:	Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2295898		
CORRESPONDENCE DATA			
Fax Number:	(214)756-8678		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214 740 8678		
Email:	kparis@lockeliddell.com		
Correspondent Name:	Kristen R. Paris		
Address Line 1:	2200 Ross Ave., Suite 2200		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Kristen R. Paris		
Signature:	/kristenrparis/		

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Date:

03/01/2005

Total Attachments: 7

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of May 26, 2000, by and among III FORKS REAL ESTATE, L.P., a Delaware limited partnership ("LP") (LP or its permitted assigns, "Buyer"), DALE F. WAMSTAD ("Wamstad") on behalf of his sole and separate estate, KEATING/WAMSTAD FAMILY INVESTMENTS, L.P. ("KW"), BRASS BALLS, INC., a Texas corporation ("BB"), SIMON K. GOLDMAN & CO., INC., a Nevada corporation ("SG"), and RIPTIDE TRADING CO., L.P., a Texas limited partnership ("Riptide") (each of Wamstad, KW, BB, SG, and Riptide, individually hereinafter at times, a "Seller" and, collectively hereinafter at times, the "Sellers").

RECITALS

WHEREAS, Sellers or one or more of them are the owners of the Assets (as defined below) used in the operation of the businesses of owning and operating III Forks, a fine dining restaurant serving steak located at 17776 Dallas Parkway, Dallas, Texas ("III Forks" and sometimes herein being termed the "III Forks Business" or the "Business"); and

WHEREAS, the III Forks Business is operated through Big Mush, Inc., a Texas non-profit corporation ("Big Mush"), of which Wamstad is the sole officer, as President and Secretary, and Wamstad, Keating and Lori Dean are the only members of the board of directors;

WHEREAS, Buyer and Sellers desire to effect the purchase and sale of certain of the Assets (as defined herein) of Sellers used in connection with the operation of the Business, on the terms and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the agreements, warranties and representations set forth and provided for herein, and other good, valid and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree to the following:

ARTICLE 1

PURCHASE AND SALE OF THE ASSETS

Section 1.1 Purchase and Sale of the Assets. Upon the terms and subject to the conditions set forth in this Agreement, Sellers hereby agree to sell to Buyer on the Closing Date, free and clear of all Encumbrances (excluding Permitted Encumbrances or other encumbrances disclosed herein), and Buyer agrees to purchase from Sellers on such date, the assets of Sellers set forth below, including but not limited to the assets set forth on Schedule 1.1 of the Seller Disclosure Schedule (such assets being called the "III Forks Assets" or the "Assets," the III Forks Assets are together called the "Assets"):

(a) Intangible Property. All patents, recipes, recipe books, trade secrets, trade formulas, trade or service names and marks, copyrights and all applications therefor

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(a) Intangible Property. All patents, recipes, recipe books, trade secrets, trade formulas, trade or service names and marks, copyrights and all applications therefor relating to the Business, Sellers' rights under governmental permits or approvals, and all rights to any names (including the name "III Forks"), customer lists, membership lists, mailing lists, and telephone numbers and listings employed in connection with the Land or the Improvements or the operations thereon, including, without limitation, those listed on Section 1.1(a) of the Seller Disclosure Schedule;

(b) Company Equipment. All furniture, fixtures, machinery, artwork, trade dress, equipment and small wares (i.e. plates, cups, pots, pans, silverware, kitchen and cleaning supplies, etc.) used in the Business, including, without limitation, those items listed on Section 1.1(b) of the Seller Disclosure Schedule, whether or not such items are in any way attached or affixed to real property;

(c) Assumed Business Contracts. All contracts, agreements, arrangements, commitments and understandings (whether written or oral) regarding the Business, listed or referred to on Section 1.1(c) of the Seller Disclosure Schedule (collectively, the "Business Contracts") attached hereto;

(d) Permits. To the extent assignable, all licenses, permits and authorizations issued by any federal, state, local or foreign governmental authority relating to the Assets or the conduct of the Business, including, without limitation, those listed on Section 1.1(d) of the Seller Disclosure Schedule, but excluding any permits and licenses issued to Big Mush by the Texas Alcoholic Beverage Commission;

(e) Inventory. All food and beverage (excluding alcoholic beverages) inventory of the Business, including without limitation the inventory listed on Section 1.1(e) of the Seller Disclosure Schedule ("Inventory");

(f) Land. The land described on Exhibit A attached hereto (the "Land");

(g) Improvements. All improvements, structures and fixtures placed, constructed or installed on the Land (the "Improvements");

(h) Fixtures and Equipment. All (i) mechanical systems and related equipment attached to the Improvements or located upon the Land, including, but not limited to, electrical systems, plumbing systems, heating systems, air conditioning systems, security, alarm and/or entry systems, (ii) carpets, drapes, blinds and other furnishings comprising a part of, or attached to, or located upon, or used in connection with, the Improvements, (iii) appliances used in the Business, (iv) maintenance equipment, supplies and tools used in connection with the Improvements or the operation of the Business, (v) other machinery, equipment, and fixtures of every kind and character owned by Sellers (including Sellers' interest in any leased machinery, equipment or fixtures) and located in or on or used in connection with the Land or the Improvements or the operations thereon, and (vi) all utilities, waste water capacity and related utility rights (the "Personal Property");

(i) Warranties and Guaranties. Sellers' interest in all warranties, guaranties and bonds relating to the Land, the Improvements, the Personal Property and the Assets, to the extent the same are assignable; and

(j) Plans. To the extent assignable, all site plans, surveys, plans and specifications, floor plans, art work, brochures, which relate to the Land, the Improvements or the Personal Property (the property described in (f)-(j) is herein called the "Property").

The term "Assets" specifically does not include (i) cash (including any cash that is held by Big Mush), credit card receivables, and the balances of any accounts, except for amounts to be held in escrow pursuant to Section 1.7, and (ii) those items listed as Excluded Assets on Section 1.1(1) of the Seller Disclosure Schedule (the "Excluded Assets").

Section 1.2 Assignment of Business Contracts. At Closing Sellers shall assign to Buyer all of its rights (the "Rights") and obligations (the "Obligations") under the Business Contracts. At Closing Buyer shall accept the assignment from Sellers of the Rights and Obligations and assume performance and fulfillment of the Obligations to the extent that such Obligations arise on or after the Closing Date.

Section 1.3 No Assumption of Liabilities. Notwithstanding anything contained herein to the contrary, in no event shall the Buyer assume or be deemed to have assumed any obligations or liabilities of any Seller regarding the Assets, the Business, the Property or otherwise that relate to periods prior to the Closing, including, but not limited to, any obligation or liability of any Seller accruing prior to Closing with respect to any employee compensation or benefit plans, agreements, practices, policies, customs, contracts, arrangements or commitments; provided, however, Buyer shall assume the obligations of Sellers for providing vacation to employees as set forth in the III Forks Employee Handbook. Notwithstanding the foregoing, Buyer shall assume Sellers' obligations under the Business Contracts, solely to the extent such obligations arise after the Closing. Sellers, jointly and severally, agree to indemnify and hold Buyer harmless from (i) all of Sellers' obligations regarding the Business Contracts arising prior to the Closing and (ii) all of Sellers' other obligations regarding the Business, whether arising prior to or after the Closing. Buyer agrees to indemnify and hold Sellers harmless from (i) all obligations regarding the Business Contracts arising after the Closing, and (ii) all of Buyer's obligations regarding the Business (whether arising prior to or after Closing).

Section 1.4 Survey, Title Commitment and Inspections.

(a) Title. Sellers have caused Commonwealth Land Title Company (the "Title Company"), James P. Lazar, 5949 Sherry Lane, Dallas, Texas 75225, to issue and deliver to Buyer a current title commitment (the "Title Commitment") for a TLTA Owner's Title Policy showing the state of the title to the Property which would appear in an Owner's Title Policy, if issued, accompanied by true, correct and legible copies of all recorded instruments affecting title to the Property, and committing to issue an Owner Policy of Title Insurance to Buyer covering the Property in the amount of the allocated

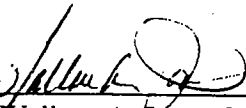
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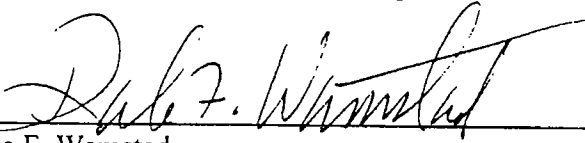
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IN WITNESS WHEREOF, the parties hereto have hereunto duly executed this Agreement as of the day and year first above written.

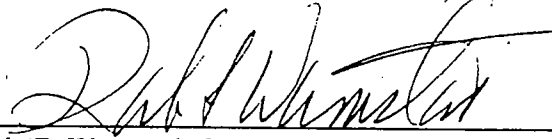
III FORKS REAL ESTATE, L.P., a Delaware limited partnership

By: III Forks Restaurants GP, L.L.C., General Partner

By: 
Wallace A. Jones, Manager

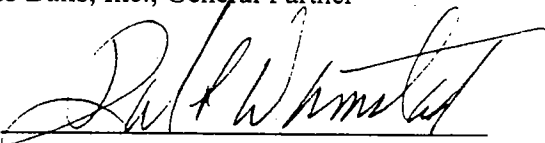

Dale F. Wamstad

KEATING/WAMSTAD INVESTMENTS, L.P.

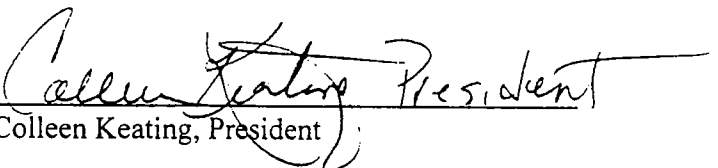
By: 
Dale F. Wamstad, General Partner

RIPTIDE TRADING CO., L.P.

By: Brass Balls, Inc., General Partner

By: 
Dale F. Wamstad, President

SIMON K. GOLDMAN & CO., INC., a Nevada corporation

By: 
Colleen Keating, President

BRASS BALLS, INC.

By: Dale F. Wamstad
Dale F. Wamstad, President

III FORKS

SELLER DISCLOSURE SCHEDULE

SECTION 1.1(a)

INTANGIBLE PROPERTY

- (i) All of Seller's right, title and interest, if any, in and to the name "III Forks" (including any trade name or trademark associated therewith); subject, however, to Seller's rights, as assignee, pursuant to License Agreement executed as a part of the Closing.
- (ii) Trade Secrets, Trade Formulas.
- (iii) Recipes & Recipe Books.
- (iv) Customer List, Membership List, Mailing List, and Telephone List.