

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Fleet National Bank

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

Citizenship (see guidelines) USA

Execution Date(s) 03/07/2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other See attachment for brief
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Charlie Brown's Mark Corp.

Internal

Address: _____

Street Address: 1450 Route 22 West

City: Mountainside

State: NJ

Country: USA Zip: 07092

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

n/a

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristine Ouimet

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8517

Fax Number: 617-951-8736

Email Address: kristine.ouimet@bingham.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8906
Expiration Date 10/2007

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

March 9, 2005

Signature

Date

Kristine Ouimet

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CONTINUATION OF SECTION 4
OF TRADEMARK RECORDATION FORM COVER SHEET

SCHEDULE A

U.S. Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations --</u> United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
CHARLIE BROWN'S (and Design)	907,691	2/9/1971
CHARLEY BROWN'S (and Design)	907,698	2/9/1971
100 PROOF (and Design)	1,273,137	4/3/1984
THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (and Design)	1,298,183	9/25/1984
JOLLY TROLLEY (and Design)	1,661,248	10/15/1991
THE OFFICE BEER BAR & GRILL (and Design)	2,050,785	4/18/1997
SO MANY BEERS, SO LITTLE TIME 60 Taps'N'Bottles (and Design)	2,108,690	10/28/1997

**TERMINATION AND RELEASE
OF AMENDED AND RESTATED
TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TERMINATION AND RELEASE OF AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of March 7, 2005, by **FLEET NATIONAL BANK**, a national banking association, with its head office at 100 Federal Street, Boston, Massachusetts, 02110, as Administrative Agent (the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders"), in connection with the Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of June 6, 2003 (the "Trademark Agreement"), by and among Charlie Brown's Mark Corp. (the "Assignor") and the Administrative Agent, on behalf of the financial institutions party to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of June 6, 2003 by and among Charlie Brown's Acquisition Corp., Charlie Brown's, Inc., the Administrative Agent, the Lenders, Fleet Securities, Inc., as co-lead arranger and joint book runner, Wachovia Securities, Inc., as co-lead arranger and joint book runner and Wachovia Bank, National Association, as syndication agent, (including all annexes, exhibits or schedules thereto as from time to time amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Assignor and the Administrative Agent entered into the Trademark Agreement, which Trademark Agreement was recorded December 16, 2004 with the United States Patent and Trademark Office at Reel 2993, Frame 0411 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Grantors granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in, and granted, assigned and conveyed to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, by way of collateral security, the Assignor's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement);


WHEREAS, the Administrative Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Assignor the Administrative Agent's right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates and releases the Trademark Agreement and, discharges all of Administrative Agent's security interest in the Pledged Trademarks and all other security interests granted under the Trademark Agreement and assigns and transfers to the Assignor, without representation, warranty or recourse, all of the Administrative Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereby acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. The Administrative Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at Assignor's expense.

[Remainder of page left intentionally blank]

FLEET NATIONAL BANK
as Administrative Agent


By: 
Name: *Cristin M. O'Hara*
Title: *Director*

(Signature Page for Termination and Release of Trademark Security Agreement)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK
~~COMMONWEALTH OF MASSACHUSETTS~~)
) ss.
COUNTY OF ~~SUFFOLK~~ NEW YORK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 4th day of March, 2005, personally appeared Cristin M. O'Hara to me known personally, and who, being by me duly sworn, deposes and says that she is a Director of FLEET NATIONAL BANK and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and said officer acknowledged said entity by authority of its governing body, and said instrument to be the free act and deed of said entity.



Notary Public
My Commission Expires:
JOHN C. SORENSEN
Notary Public, State of New York
No. 31-4881109
Qualified in New York County
Commission Expires Dec. 29, 2008

EXHIBIT A

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<u>Trademark or Service Mark</u>	<u>Registrations -- California State Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
CHARLIE BROWN'S and Design	1158	3/17/1971