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

102877604

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

1. Name of conveying party(ies): Ale House Management, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Florida [ ] Other

2. Name and address of receiving party(ies) Name: Miller's Ale House, Inc. Internal Address: Street Address: 612 North Orange Ave, Ste C-6 City: Jupiter State: FL Zip: 33458 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 11/1/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED B. Trademark Registration No.(s) SEE ATTACHED

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Marianne F. Taras Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 1055 Washington Boulevard City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41): \$ 190.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Marianne F. Taras Name of Person Signing Signature Date 11/4/04

Total number of pages including cover sheet, attachments, and document: 9

11/08/2004 GTOW11 00000025 2551537

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

01 FC:8521 40.00 OP 02 FC:8522 150.00 OP

TRADEMARK REEL: 003073 FRAME: 0270

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**

<b>NAME</b>	<b>TYPE</b>	<b>JURISDICTION</b>	<b>ID#</b>
Zingers	Trademark	Federal	Registration #2,551,537
Chicken Zingers	Trademark	Federal	Registration #2,611,506
Zinger Melt	Trademark	Federal	Registration #2,734,343
Big Red	Trademark	Federal	Registration #2,702,520
Capt. Jack's Buried Treasure	Trademark	Federal	Registration #2,864,135
Miller's	Trademark	Federal	Registration #2,850,178
No Bones About It	Trademark	Federal	Serial #78/396,329

**ASSIGNMENT OF  
COPYRIGHTS, TRADEMARKS, TRADEMARK  
APPLICATIONS AND GOODWILL**

This ASSIGNMENT OF COPYRIGHTS, TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL (the "Intellectual Property Assignment Agreement") is made as of November 1, 2004, by each of Ale House Management, Inc., a Florida corporation ("Ale House Management"), and Ale House and Raw Bar, Inc., a Florida corporation ("AHRB") and, together with Ale House Management, the "Assignors", to Miller's Ale House, Inc., a Delaware corporation (the "Assignee").

RECITALS:

WHEREAS, Ale House Management, Assignee and certain other entities signatory thereto are parties to an Acquisition Agreement dated as of September 8, 2004 (the "Acquisition Agreement"; capitalized terms used and not otherwise defined in this Intellectual Property Assignment Agreement are used herein as defined in the Acquisition Agreement), providing for, among other things, the transfer of the Acquired Assets of Ale House Management and its Affiliates to the Assignee, subject to the Assignee's assumption of only the Assumed Liabilities; and

WHEREAS, each Assignor owns (a) certain trademarks, service marks, trademark and service mark registrations and trademark and service mark applications included among the Acquired Assets (as defined in the Acquisition Agreement), including without limitation those marks listed on Annex 1 hereto (collectively, the "Trademarks"), and the goodwill associated therewith, and (b) various works of authorship included among the Acquired Assets, including without limitation those works listed on Annex 2 (collectively, the "Works"), and all copyright registrations and applications arising therefrom (the "Copyrights"); and

WHEREAS, in accordance with Section 6.4 of the Acquisition Agreement, each Assignor now desires to carry out the intent and purpose of the Acquisition Agreement by entering into this Intellectual Property Assignment Agreement, whereby each such Assignor assigns to the Assignee all of such Assignor's rights, title and interest in, to and under said Trademarks (and goodwill associated therewith), Works and Copyrights, including any right, title and interest held by any Affiliate in to and under any Trademarks (and goodwill associated therewith), Works and Copyrights;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns all of such Assignor's right, title and interest whatsoever throughout the world in and to such Assignor's Trademarks and the goodwill associated therewith, Copyrights, and Works, and including, without limitation, all renewal rights thereto and extensions thereof, the unencumbered right to exercise such rights in all media and by any manner and means now known or hereafter devised, throughout the world, in perpetuity, all past, present and future claims and causes of action arising from or relating to any of the foregoing, including without limitation the right to sue and recover damages for future or past infringements of such

Trademarks or Copyrights, all files and records associated therewith, and the right to fully and entirely stand in the place of each such Assignor in all matters related thereto.

1. Each Assignor hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner") and the Library of Congress (the "Library"), as applicable, to record this Intellectual Property Assignment Agreement to the Assignee. Each Assignor hereby further requests the Commissioner or Library, as applicable, to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Assignee as assignee of the entire interest.

2. Each Assignor covenants that it has full right to convey its entire interest herein assigned, and that such Assignor has not executed, nor will it execute, any agreements inconsistent herewith.

3. Each Assignor, for itself and its respective successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the request of the Assignee, such Assignor will, at its expense, execute and deliver to the Assignee any and all additional papers to establish, perfect or defend the Assignee's rights acquired hereunder, including executing further consistent assurances, confirmation, assignments, transfers and releases, and providing good faith testimony by affidavit, declaration, deposition or other means. If further assignment or transfer is deemed necessary by the Assignee to establish, perfect or defend its rights acquired hereunder, each such Assignor hereby constitutes and appoints the Assignee and the Assignee's successors and assigns as such Assignor's true and lawful attorneys in fact, with full power of substitution, on behalf of such Assignor and for the benefit of the Assignee, to execute all documents, to demand and receive any and all of each such Assignor's Trademarks, the goodwill associated therewith, Copyrights and Works, to give receipts and releases for and in respect of such Trademarks, the goodwill associated therewith, Copyrights and Works, to institute and prosecute in the name of each such Assignor any proceedings at law, in equity, or otherwise, and to take any other action the Assignee deems necessary or desirable to establish, perfect or defend any of its rights acquired hereunder. Each Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of such Assignor at any future time.

4. In the event that any provision of this Intellectual Property Assignment Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Intellectual Property Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. This Intellectual Property Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Intellectual Property Assignment Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

6. In the event that any provision of this Intellectual Property Assignment Agreement is construed to conflict with a provision in the Acquisition Agreement, the provision in the Acquisition Agreement shall be deemed to be controlling.

7. This Intellectual Property Assignment Agreement shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the State of Florida.

8. This Intellectual Property Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank. Signature pages follow.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment of Intellectual Property Agreement to be signed by its duly authorized signatory as of the date first written above.

THE ASSIGNORS: ALE HOUSE MANAGEMENT, INC.

By: Kathleen F. Grangard  
Name: Kathleen F. Grangard, in her capacity as Authorized Signatory

ALE HOUSE AND RAW BAR, INC.

By: Kathleen F. Grangard  
Name: Kathleen F. Grangard, in her capacity as Authorized Signatory

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 1 day of November, 2004, before me personally appeared Kathleen F. Grangard, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, and being by me duly sworn, did depose and say that the statements therein contained are true.

WITNESS my hand and official seal.

[SEAL]

Milda Alkaitis  
\_\_\_\_\_  
Notary  
My Commission Expires: 5/13/2006

MILDA ALKAITIS  
Notary Public, State Of New York  
No. 01AL6074206  
Qualified In New York County  
Commission Expires May 13, 2006

THE ASSIGNEE:

MILLER'S ALE HOUSE, INC.

By: William P. Logan  
Name: William P. Logan  
Title: Vice President

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 1 day of November, 2004, before me personally appeared William P. Logan, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, and being by me duly sworn, did depose and say that the statements therein contained are true.

WITNESS my hand and official seal.

[SEAL]

Milda Alkaitis

Notary

My Commission Expires: 5/13/2006

**MILDA ALKAITIS**  
Notary Public, State Of New York  
No. 01AL6074206  
Qualified In New York County  
Commission Expires May 13, 2006

**Annex 1****Trademarks**

<b>NAME</b>	<b>REGISTERED HOLDER</b>	<b>TYPE</b>	<b>JURISDICTION</b>	<b>ID#</b>
Zingers	Ale House Management, Inc.	Trademark	Federal	Registration #2,551,537
Zingers	Ale House Management, Inc.	Trademark	State of Florida	Document #T99000001011
Chicken Zingers	Ale House Management, Inc.	Trademark	Federal	Registration #2,611,506
Chicken Zingers	Ale House Management, Inc.	Trademark	State of Florida	Document #T2000548
Zinger Melt	Ale House Management, Inc.	Trademark	Federal	Registration #2,734,343
Zinger Melt	Ale House Management, Inc.	Trademark	State of Florida	Document #T2002825
Big Red	Ale House Management, Inc.	Trademark	Federal	Registration #2,702,520
Big Red	Ale House Management, Inc.	Trademark	State of Florida	Document #T2002826
Capt. Jack's Buried Treasure	Ale House Management, Inc.	Trademark	Federal	Registration #2,864,135
Capt. Jack's Buried Treasure	Ale House Management, Inc.	Trademark	State of Florida	Document #T2002824
No Bones About It	Ale House Management, Inc.	Trademark	Federal	Serial #78/396,329
No Bones About It	Ale House Management, Inc.	Trademark	State of Florida	Ref. #T04000000740
Miller's	Ale House Management, Inc.	Trademark	Federal	Registration #2,850,178
Miller's and Design of Man with Baseball Cap Riding a Blue Marlin	Ale House Management, Inc.	Trademark	State of Florida	Document #T2002575
Miller's Ale House	Ale House Management, Inc.	Trademark	State of Florida	Document #T20021136
Amberjack Special Ale & Design of Amberjack Between the Words "Amber & Jack"	Ale House Management, Inc.	Trademark	State of Florida	Document #T96000000788
Jupiter Ale House and Raw Bar and Design of a Grouper Like Fish Attached to a Lighthouse and Design of a Fisherman with Beard with Slogan: A Reel Great Place to Catch a Good Time	Ale House Management, Inc.	Trademark	State of Florida	Document #T14907
Boynton Ale House and Raw Bar and Design of a Grouper Like Fish Attached to a Lighthouse and Design of a Fisherman with Beard with Slogan: A Reel Great Place to Catch a Good Time	Ale House Management, Inc.	Trademark	State of Florida	Document #T14909
Boca Ale House and Raw Bar and Design of Grouper Like Fish Attached to a Lighthouse Along with Fisherman with Beard with Slogan: A Reel Great Place to Catch a Good Time	Ale House Management, Inc.	Trademark	State of Florida	Document #T94000001388
Ale House and Raw Bar and Design of Fish Attached to a Lighthouse and Design of a Fisherman with Beard with Slogan: A Reel Great Place to Catch a Good Time	Ale House and Raw Bar, Inc.	Trademark	State of Florida	Document #T15005



Annex 2

Works and Copyrights

<b>NAME</b>	<b>REGISTERED HOLDER</b>	<b>TYPE</b>	<b>JURIS- DICTION</b>	<b>ID#</b>
No Bones About It	Ale House Management, Inc.	Copyright	Federal	Registration #VA 1-256-349
Ale House Fisherman Casting Rod Logo	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 447-684
Ale House Fisherman Riding Marlin Logo Two	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 447-685
Ale House Grouper Fish Logo	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 447-683
Ale House Floor Plan One	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 435-198
Ale House Floor Plan Two	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 434-204
Ale House Floor Plan Three	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 434-205
Ale House Floor Plan Four	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 434-207
Ale House Floor Plan Five	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 434-206
Ale House Place Mat Menu	Ale House Management, Inc.	Copyright	Federal	Registration #VAu 450-850