

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/08/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daniel A. Brennan		08/16/2005	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Grill-N-Chill Acquisitions, Inc.
Street Address:	576 North Michigan
City:	Elmhurst
State/Country:	ILLINOIS
Postal Code:	60126
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76567862	THE ULTIMATE TAILGATING EXPERIENCE
Registration Number:	2869375	GRILL N CHILL

CORRESPONDENCE DATA

Fax Number: (317)236-9907
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-635-8900
 Email: phughel@binghamchale.com
 Correspondent Name: C. John Brannon
 Address Line 1: 10 West Market Street
 Address Line 2: 2700 Market Tower
 Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Patricia A. Hughel
Signature:	/Patricia A. Hughel/

CH \$65.00 76567862

Date:

08/17/2005

Total Attachments: 4

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

WHEREAS, Grill N Chill, having a principle address at 6067 Terra Lane, McCordsville, Indiana 46055, hereinafter called the "Assignor," has used in its business the following trademarks indicated below:

<u>Mark</u>	<u>App./Reg. No.</u>	<u>Filing/Reg. Date</u>
GRILL N CHILL	2,869,375	August 3, 2004
THE ULTIMATE TAILGATING EXPERIENCE	76/567,862	December 31, 2003

WHEREAS, Grill-N-Chill Acquisitions, Inc., an Illinois corporation, having its principal office and place of business at 576 North Michigan Street, Elmhurst, Illinois 60126, hereinafter called the "Assignee," has also used and is using in its business the above trademarks. The Assignee is desirous of acquiring all right, title and interest in and to the said marks together with the goodwill of the business symbolized by the marks and the registrations thereof and applications therefore as set forth above;

WHEREAS, Assignee and Assignor acknowledge that to the extent there is any inconsistency between this Assignment of Trademarks and the terms of the Asset Purchase Agreement between the Assignee and Assignor, the terms of the Asset Purchase Agreement shall be controlling.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for an in consideration of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by the said Assignor from the Assignee is hereby acknowledged, the said Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said Assignee, the entire right, title and interest for the trademark herein above identified.

AND THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, said Assignor hereby assigns to said Assignee all worldwide right, title and interest in and to the said marks, together with the goodwill of the business symbolized by the said marks, and the registrations thereof and applications therefore as set forth above, and all rights to damages and profits, due or accrued, arising out of past infringements of said trademarks, and the right to sue for and recover the same.

ASSIGNOR hereby makes this assignment *nunc pro tunc* as of May 8, 2003, and agrees to execute all instruments and documents required for the complete transfer.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand and affixed his seal this 16th day of August, 2005.

Grill N Chill

Dan Brennan, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public, this 16th day of AUGUST,
2005.



Tonya L. Smith
Notary Public

TONYA L. SMITH
Printed Name

Commission Expires: 2-8-2013

County of Residence: MARION