



12-02-2004

11-29-04

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

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

Tab settings

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

1. Name of conveying party(ies):

JILLIAN'S ENTERTAINMENT CORPORATION

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/01/2004

2. Name and address of receiving party(ies)

Name: TANGO ACQUISITION, INC.

Internal Address:

Street Address: 2481 MANANA DRIVE

City: DALLAS State: TX Zip: 75220

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

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) see attached

Additional number(s) attached Yes No

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

Name: Paul F. Kilmer, Esq.

Internal Address: Holland & Knight LLP

Street Address: 2099 Pennsylvania Avenue, NW

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed

Authorized to be charged to deposit account \$150.00

8. Deposit account number:

501542

DO NOT USE THIS SPACE

9. Signature.

Paul F. Kilmer

Name of Person Signing

Signature

Signature

11/23/2004

Date

5

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

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

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TRADEMARK REEL: 003156 FRAME: 0858

Presented November 28, 2004  
 Trademark Listing Summary

Trademark	Case Number/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
AMERICA LIVE! & design	D&B188/	Registered 42	74/389726 13-May-1993	1819336 01-Feb-1994
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
ATLAS DANCE	D&B183/	Registered 41	75/817623 04-Oct-1999	2426566 06-Feb-2001
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
EAT DRINK PLAY	D&B181/	Registered 41, 43	76/393484 09-Apr-2002	2746430 05-Aug-2003
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
GROOVE SHACK	D&B182/	Registered 41, 42	75/844587 08-Nov-1999	2440449 03-Apr-2001
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
HIGH LIFE LANES & design	D&B184/	Registered 41	75/781879 23-Aug-1999	2412195 12-Dec-2000
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
JILLIAN'S	D&B190/	Renewed 41, 42	73/829938 06-Oct-1989	1625291 27-Nov-1990
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
JILLIAN'S	D&B186/	Registered 42	75/499104 04-Jun-1998	2264862 27-Jul-1999
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
JILLIAN'S EAT DRINK PLAY & design	D&B185/	Registered 41, 42	75/781398 23-Aug-1999	2412190 12-Dec-2000
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
KNUCKLEHEADS THE COMEDY CLUB FUN FOOD SPIRITS & design	D&B187/	Registered 42	74/499166 11-Mar-1994	1930750 31-Oct-1995
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
ORIGINAL SPORTS BAR	D&B189/	Renewed 42	74/045829 04-Apr-1990	1667277 03-Dec-1991
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
ORIGINAL SPORTS BAR & design	D&B191/	Registered 42	73/660475 12-May-1987	1509621 18-Oct-1988
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	

TRADEMARK

REEL: 003156 FRAME: 0859

**ASSIGNMENT OF INTELLECTUAL PROPERTY (U.S.)**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Agreement") is made and entered into as of November 1, 2004 (the "Effective Date"), by and among Tango Acquisition, Inc., a Delaware corporation ("Tango") and a wholly owned subsidiary of Dave & Buster's, Inc., a Missouri corporation and sole stockholder of Tango ("D&B" and together with Tango, the "Buyer Parties" and each a "Buyer"), Jillian's Entertainment Holdings, Inc., a Delaware corporation ("Sellers' Representative"), Jillian's Entertainment Corporation, a Florida corporation ("JEC"), and each of the following entities (collectively, the "Sellers" and each individually, a "Seller"): Jillian's Management Company, Inc., a Delaware corporation, Jillian's of Arundel, MD, Inc., a Delaware corporation, Jillian's of Concord, NC, Inc., a Delaware corporation, Jillian's of Farmingdale, NY, Inc., a Delaware corporation, Jillian's of Franklin, PA, Inc., a Delaware corporation, Jillian's of Gwinnett, GA, Inc., a Delaware corporation, Jillian's of Houston, TX, Inc., a Delaware corporation, Jillian's of Katy, TX, Inc., a Delaware corporation, Jillian's of Minneapolis, MN, Inc., a Delaware corporation, Jillian's of Nashville, TN, Inc., a Delaware corporation, Jillian's of Scottsdale, AZ, Inc., a Delaware corporation, Jillian's of Westbury, NY, Inc., a Delaware corporation, River Vending, Inc., a Delaware corporation, and Jillian's America Live of Minneapolis, Inc., a Delaware corporation. The Buyer Parties and Sellers are referred to collectively herein as the "Parties."

**WITNESSETH:**

WHEREAS, Buyer Parties (hereinafter the "Assignee") and Sellers (hereinafter the "Assignor") have entered into that certain Asset Purchase Agreement dated September 24, 2004 (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Transferred Intellectual Property, as defined in the Purchase Agreement, as it relates to the United States (herein collectively referred to as "Transferred Intellectual Property").

2. Assignor and Assignee agree to execute and deliver such further instruments, agreements and assurances, as may be reasonably requested by the other, to evidence and provide for the assignment by Assignor and the acceptance and assumption by Assignee of the Transferred Intellectual Property as set forth herein.

3. This Assignment shall not be deemed to supersede any of the provisions of the Purchase Agreement, and if there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement, as applicable, will prevail.


4. Except as specifically defined herein, all capitalized terms shall have the meaning set forth in the Purchase Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

JILLIAN'S ENTERTAINMENT HOLDINGS, INC.  
As Seller's Representative for:

JILLIAN'S MANAGEMENT COMPANY, INC.  
RIVER VENDING, INC.  
JILLIAN'S OF ARUNDEL, MD, INC.  
JILLIAN'S OF CONCORD, NC, INC.  
JILLIAN'S OF FARMINGDALE, NY, INC.  
JILLIAN'S OF FRANKLIN, PA, INC.  
JILLIAN'S OF GWINNETT, GA, INC.  
JILLIAN'S OF HOUSTON, TX, INC.  
JILLIAN'S OF KATY, TX, INC.  
JILLIAN'S OF MINNEAPOLIS, MN, INC.  
JILLIAN'S OF NASHVILLE, TN, INC.  
JILLIAN'S OF SCOTTSDALE, AZ, INC.  
JILLIAN'S OF WESTBURY, NY, INC.  
JILLIAN'S AMERICA LIVE OF MINNEAPOLIS, INC.

By:   
Name: Gregory S Steved  
Title: President

TANGO ACQUISITION, INC.

By: \_\_\_\_\_  
Name: W.C. Hammett, Jr.  
Title: Vice President and Secretary

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**JILLIAN'S ENTERTAINMENT HOLDINGS, INC.**

As Seller's Representative for:

JILLIAN'S MANAGEMENT COMPANY, INC.

RIVER VENDING, INC.

JILLIAN'S OF ARUNDEL, MD, INC.

JILLIAN'S OF CONCORD, NC, INC.

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JILLIAN'S OF KATY, TX, INC.

JILLIAN'S OF MINNEAPOLIS, MN, INC.

JILLIAN'S OF NASHVILLE, TN, INC.

JILLIAN'S OF SCOTTSDALE, AZ, INC.

JILLIAN'S OF WESTBURY, NY, INC.

JILLIAN'S AMERICA LIVE OF MINNEAPOLIS, INC.

By: \_\_\_\_\_

Name:

Title:

**TANGO ACQUISITION, INC.**

By:  \_\_\_\_\_

Name: W.C. Hammett, Jr.

Title: Vice President and Secretary

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