

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Firehouse Saloon Incorporated		04/14/2005	CORPORATION: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Firehouse Restaurant Group, Inc.		
<b>Doing Business As:</b>	DBA Firehouse Subs		
<b>Street Address:</b>	3410 Kori Road		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32257		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3077081	FIREHOUSE SALOON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(904)396-0663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	904-346-5573		
<b>Email:</b>	RVermut@rtlaw.com		
<b>Correspondent Name:</b>	Richard S. Vermut		
<b>Address Line 1:</b>	1301 Riverplace Boulevard, Suite 1500		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32207		
<b>ATTORNEY DOCKET NUMBER:</b>	FIREHOUSE SALOON- 16620		
<b>NAME OF SUBMITTER:</b>	Richard S. Vermut		
<b>Signature:</b>	/Richard S. Vermut/		

CH \$40.00 3077081

Date:

04/14/2006

**Total Attachments: 3**

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## TRADEMARK/SERVICE MARK ASSIGNMENT

This is a Trademark/Service Mark Assignment having an effective date of 4-14-05, 2005, from **Firehouse Saloon Incorporated**, a South Dakota corporation having a business address located at 3818 East Coronado Avenue, Anaheim, California 92807 ("ASSIGNOR"), to **Firehouse Restaurant Group, Inc.**, a Florida corporation having a business address located at 3410 Kori Road, Jacksonville, Florida 32257 ("ASSIGNEE").

### WITNESSETH

WHEREAS, ASSIGNOR has adopted, used and is using the trademark/service mark *FIREHOUSE SALOON* and owns all rights, title and interests therein, including, without limitation, common law rights and pending trademark/service mark application serial number 76/484,312 for registration on the Principal Register of the United States Patent and Trademark Office (the "Application"), and the goodwill associated therewith (the mark *FIREHOUSE SALOON*, the common law rights and the Application shall be collectively referred to as the "Trademark").

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR'S right, title and interest to the Trademark; and

WHEREAS ASSIGNOR has made no other state or federal registrations of or applications for the Trademark or any colorable imitation or similar mark thereof;

WHEREAS ASSIGNOR has made no other assignments of the Trademark or Application; and

WHEREAS ASSIGNOR has granted no oral or written licenses to the Trademark.

NOW, THEREFORE, in consideration Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, ASSIGNOR assigns the Trademark to ASSIGNEE as follows:

ASSIGNOR irrevocably, unconditionally and forever assigns to ASSIGNEE all right, title and interest to the Trademark, together with all goodwill of the business connected with the use of and symbolized by the Trademark world-wide, and together with all common law rights and all registrations and applications for registration both foreign and domestic, and together with all past, present and future claims and causes of action that could have been asserted by ASSIGNOR for damages and equitable and other relief by reasons of infringement, dilution and all other unlawful acts by third parties and/or ASSIGNEE of the Trademark prior to execution of this assignment, with the same right to sue for, and collect the same for ASSIGNEE'S own use, benefit and for the use and benefit of its successors, assigns or other legal representative, whether such actions could have been brought in ASSIGNOR'S name or in the names of others.

ASSIGNOR agrees to at all times, sign all papers, provide specimens of use, take all rightful oaths and provide testimony and evidence, and do all acts which may be necessary, desirable or convenient for securing, enforcing, defending and maintaining the Trademark in any

and all countries and for vesting title thereto in ASSIGNEE, and its successors, assigns and legal representatives or nominees. ASSIGNOR will promptly forward to ASSIGNEE all communications received from the United States Patent and Trademark Office and others concerning all pending applications for the Trademarks including, without limitation, the Application. ASSIGNEE will be responsible for all costs reasonably incurred in connection therewith, provided that ASSIGNOR obtains ASSIGNEE's prior written approval for such costs.

ASSIGNOR represents, warrants and covenants with ASSIGNEE, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignments, grants, mortgages, licenses and other encumbrances.

The ASSIGNOR has executed this Agreement on the date indicated.

FIREHOUSE SALOON INCORPORATED

By:   
Kenneth E. Price, its President

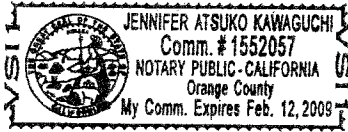
STATE OF CALIFORNIA §

COUNTY OF Orange §

BEFORE ME, a Notary Public, on this day personally appeared **Kenneth E. Price**, the President and majority shareholder of **FIREHOUSE SALOON INCORPORATED**, who is known to me or who has produced his drivers license of the State of California having license number 502A7958 as proof that he is the person whose name is subscribed to the foregoing Trademark/Service Mark Assignment and acknowledged to me that the same was the act of the said **FIREHOUSE SALOON INCORPORATED**, a South Dakota corporation, and that he has sworn to, subscribed to and executed the same as the act of the corporation for the purposes and considerations therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of April, 2005.

[Seal]



Jennifer Kawaguchi  
Print Name of Notary Public

[Signature]  
Notary Public in and for  
the State of California

My commission expires: Feb. 12, 2009