

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wedge, Inc.		05/04/2006	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Sticky Ribhouse, LLC
Street Address:	710 Johnnie Dodds Boulevard
City:	Mt. Pleasant
State/Country:	SOUTH CAROLINA
Postal Code:	29464
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78631368	LUCKY SHUCKERS
Registration Number:	1924215	STICKY FINGERS RESTAURANT AND BAR
Registration Number:	2379701	STICKY FINGERS
Registration Number:	2381542	STICKY FINGERS
Registration Number:	2434399	MEMPHIS ORIGINAL BARBECUE SAUCE
Registration Number:	2665015	CAROLINA CLASSIC BARBECUE SAUCE
Registration Number:	2481565	TARHEEL VINEGAR BARBECUE SAUCE
Registration Number:	2699105	CAROLINA SWEET BARBECUE SAUCE

CORRESPONDENCE DATA

Fax Number: (804)225-5406
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-775-4338
 Email: mholloway@mcguirewoods.com
 Correspondent Name: Melanie C. Holloway

OP \$215.00 78631368

Address Line 1: 901 East Cary Street
Address Line 4: Richmond, VIRGINIA 23219-4030

ATTORNEY DOCKET NUMBER:	2000800-0129
NAME OF SUBMITTER:	Melanie C. Holloway
Signature:	/Melanie C. Holloway/
Date:	05/09/2006

Total Attachments: 5
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FORM OF TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT, dated as of May 4, 2006 (this "Assignment"), is made by **Wedge, Inc.**, a South Carolina corporation, with offices located at 710 Johnnie Dodds Boulevard, Mt. Pleasant, South Carolina 29464 ("Assignor"), in favor of **Sticky Ribhouse, LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware and having an office at 710 Johnnie Dodds Boulevard, Mt. Pleasant, South Carolina 29464 ("Assignee").

WHEREAS, the Assignor and Assignee are parties to a Contribution Agreement (the "Agreement") dated as of May 4, 2006, by and among Assignor, Assignee, Sticky Fingers Holdings LLC, Sticky Fingers, Inc., Momco, Inc., Sticky Sixx, Inc., Sticky Fingers of Wilmington, Inc. and Sticky Fingers of Tennessee, Inc., pursuant to which Assignor agreed to contribute substantially all of its assets and liabilities to Assignee;

WHEREAS, Assignor has agreed to assign to Assignee all trade names, logos, trademarks and service marks owned by Assignor, including, without limitation, the registered trademarks and service marks and pending applications set forth on Schedule I hereto and the common law marks set forth on Schedule II (collectively, the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill");

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Marks and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made. Without limiting the generality of the foregoing, this Assignment shall also include all U.S. and foreign trademark and service mark applications, registrations and similar filings for the Marks and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.

2. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to the Marks and the holder of record title to the Registrations and Applications, that Assignor has full power to make this Assignment

and that Assignor agrees to execute such further assignments and related documents with respect to the Marks, the Registrations, the Applications, the Goodwill and the Claims as Assignee shall reasonably request.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.


5. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the Commonwealth of Virginia, without giving effect to the principles of conflicts of laws thereof.

6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature page follows]

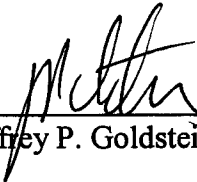
SCHEDULE I

Registered Trademarks and Service Marks and Pending Applications

Trademark	Registration /Application Date	Registration Number	Application Number
CAROLINA SWEET BARBEQUE SAUCE	3/25/2003	2,699,105	75/829,399
			
STICKY FINGERS RESTAURANT AND BAR (Stylized)	10/03/1995	1,924,215	74/433,179
STICKY FINGERS	08/22/2000	2,379,701	75/832,048
STICKY FINGERS	08/29/2000	2,381,542	75/832,049
MEMPHIS ORIGINAL BARBECUE SAUCE	03/06/2001	2,434,399	75/832,086
CAROLINA CLASSIC BARBECUE SAUCE	12/24/2002	2,665,015	75/832,090
TARHEEL VINEGAR BARBECUE SAUCE	8/28/2001	2,481,565	75/833,199
LUCKY SHUCKERS	05/17/2005		78/631,368

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

Wedge, Inc.

By: 
Jeffrey P. Goldstein, President

Attest:

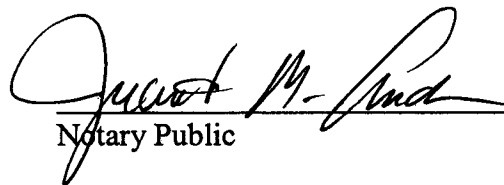
Name: _____
Title: _____

State of _____)
_____)
City/County of _____)

On this 4th day of May, 2006, before me personally appeared Jeffrey P. Goldstein, to me known to be the President of Wedge, Inc., a South Carolina corporation, on whose behalf he/she executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

My commission expires:




Notary Public