

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
Austin Grills, Inc.		10/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Thompson Hospitality Corporation
Street Address:	505 HuntMar Park Drive
Internal Address:	Suite 350
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20170
Entity Type:	CORPORATION: DELAWARE

Name:	Austin Grill LLC
Street Address:	505 HuntMar Park Drive
Internal Address:	Suite 350
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20170
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2440853	AUSTIN GRILL
Registration Number:	2317414	AUSTIN GRILL
Serial Number:	78810437	AUSTIN GRILL
Registration Number:	2199142	SOUTH AUSTIN GRILL
Registration Number:	2442628	SWIRLIE
Registration Number:	2437035	WEED KILLER

OP \$165.00 2440853

CORRESPONDENCE DATA

Fax Number: (404)962-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-885-3697
Email: trademarks@troutmansanders.com
Correspondent Name: Anne E. Yates
Address Line 1: 600 Peachtree Street, N.E.
Address Line 2: Troutman Sanders LLP - Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	200225.20
NAME OF SUBMITTER:	Anne E. Yates
Signature:	/aey/
Date:	11/02/2006

Total Attachments: 5
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BILL OF SALE AND ASSIGNMENT AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, **Austin Grills, Inc.**, a Delaware corporation ("Seller"), does hereby unconditionally and irrevocably sell, convey, assign, transfer and deliver to **Thompson Hospitality Corporation**, a Delaware corporation ("Thompson"), and **Austin Grill LLC**, a Delaware limited liability company (together with Thompson, "Buyers"), and their respective successors and assigns, all of the legal, beneficial and other right, title and interest in and to the assets described on Exhibits A and B attached hereto and incorporated herein by this reference, pursuant to that certain Asset Purchase Agreement, dated as of August 15, 2006, by and between Seller and Thompson (the "Asset Purchase Agreement").

Seller, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof upon the request of Buyers, it will execute and deliver to Buyers such further instruments of sale, conveyance, assignment and transfer, and take such other action as Buyers may reasonably request in order to effectively sell, convey, assign, transfer and deliver all of the Assets.

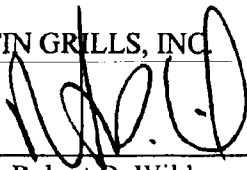
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IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment Agreement as of October 30, 2006.

SELLER

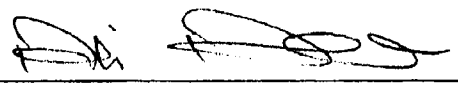
AUSTIN GRILLS, INC

By: 
Name: Robert D. Wilder
Title: Chairman

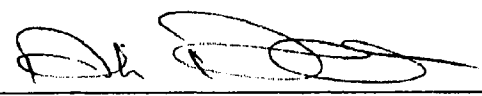
ACCEPTED AND AGREED BY:

BUYERS

THOMPSON HOSPITALITY CORPORATION

By: 
Name: Ali Azima
Title: Chief Financial Officer

AUSTIN GRILL LLC

By: 
Name: Ali Azima
Title: Chief Financial Officer

Date: October 30, 2006

EXHIBIT A

List of Assets

Seller agrees to sell to Buyers, and Buyers agree to purchase from Seller, on the terms and conditions set forth in the Asset Purchase Agreement, the assets described below of Seller (the "Assets") located at, or pertaining to, the following seven Austin Grill restaurants: (i) The Can Company, 2400 Boston Street, Baltimore, Maryland 21224, (ii) 7278 Woodmont Avenue, Bethesda, Maryland 20814, (iii) 919 Ellsworth Drive, Silver Spring, Maryland 20910, (iv) 801 King Street, Alexandria, Virginia 22314, (v) 8430-A Old Keene Mill Road, Springfield, Virginia 22152, (vi) 750 E Street, N.W., Washington, District of Columbia 20004, and (vii) Space 530, The Row at Rockville Town Square, Rockville, Maryland 20850 (collectively, the "Restaurants");

- (a) Tangibles. All furniture, fixtures and equipment (the "FF&E"), including miscellaneous supplies and small wares (collectively, the "Equipment"), and all food and beverage inventories, including prepaid items. A list of the Equipment is attached to the Asset Purchase Agreement as Schedule 1.1(1);
- (b) Leases. All of Seller's right, title and interest as tenant in and to all the real estate lease agreements, as amended, a list of which is attached to the Asset Purchase Agreement as Schedule 1.1(2);
- (c) Trademarks. All of Seller's right, title and interest in and to the trade names, trade dress, trademarks and service marks set forth in Schedule 1.1(3) to the Asset Purchase Agreement, including, without limitation, registration rights thereof and goodwill deriving therefrom;
- (d) Contracts. All of Seller's right, title and interest in and to those written understandings and agreements pertaining to the Restaurants listed on Exhibit B to this Bill of Sale and Assignment Agreement; and
- (e) Operations Information. All food and beverage manuals, printed operating guidelines, architecture and/or prototype plans and specifications and other construction-related materials, and any other similar operations-related information pertaining to the Restaurants or the Austin Grill concept.

The Assets shall *not* include (i) any assets located at, or pertaining to, (A) Seller's corporate office at 7895-C Cessna Avenue, Gaithersburg, Maryland 20879, or (B) the Austin Grill restaurant at 2404 Wisconsin Avenue, N.W., Washington, District of Columbia 20007, (ii) cash (whether located at the Restaurants, bank accounts or otherwise), accounts receivable, or deposits, or (iii) insurance refunds or receivables.

EXHIBIT B

Contracts

- (a) Standard Dishwashing Machine Agreement dated February 7, 2005, between Auto-Chlor System of Northern Virginia, Inc. and Austin Grills, Inc.*
- (b) Agreement dated April 4, 2006, between Palace Laundry, Inc., trading as Linens of the Week and Austin Grill's, Inc. (all locations).*
- (c) Equipment Placement Program Use and Service Agreement dated February 28, 2006, between Island Oasis Frozen Cocktail Co., Inc. and Austin Grill (2400 Boston Street, Baltimore, Maryland).
- (d) Cocktail Use and Service dated July 18, 2001, between Island Oasis and Austin Grill-Springfield (8430 Old Keene Mill Road, Springfield, Virginia).*
- (e) Letter Agreement dated April 29, 2006, between Victor H. Vazquez Jr., Director of Sales, Moc-Tec, and Austin Grill, Inc.
- (f) Merchant Member Agreement dated May 17, 2006, between HungryPotato, LLC and Austin Grill.*
- (g) Portion pertaining to the Austin Grill restaurant under development at Space 530, The Row at Rockville Town Square, Rockville, Maryland 20850 of the Letter dated February 7, 2006, from Innovative Concept Associates, Inc. to Federal Realty Investment Trust.
- (h) Standard Form of Agreement between Owner and Architect for a Small Project dated April 21, 2006, between Robert Wilson Mobley Partnership and Austin Grill (Rockville Town Square, Rockville, Maryland).
- (i) Pre-construction Services Agreement signed June 1, 2006, between Austin Grill and Forrester Construction Company.
- (j) Letter Agreement dated February 8, 2006, between FACE Associates, Inc. and Austin Grill's, Inc.

* *Subject to counterparty consent if applicable.*

SCHEDULE 1.1(3)

Trademarks

<u>Federal Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Scope</u>
AUSTIN GRILL	2,440,853	April 3, 2001	for "restaurant services"
AUSTIN GRILL & Design	2,317,414	February 15, 2000	for "restaurant services"
AUSTIN GRILL & Design (Pending)	78/810,437 (Serial No.)	February 8, 2006 (Filing Date)	for "restaurant and bar services"
SOUTH AUSTIN GRILL	2,199,142	October 27, 1998	for "restaurant services"
SWIRLIE	2,442,628	April 10, 2001	for "alcoholic beverages, namely, margaritas"
WEED KILLER	2,437,035	March 20, 2001	for "hot sauce"