

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
B.R. Guest Trademark Company Inc.		02/16/2007	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	BRG Intellectual Property, LLC
<b>Street Address:</b>	206 Spring Street
<b>Internal Address:</b>	4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10012
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2670839	ATLANTIC GRILL
Registration Number:	2038154	ATLANTIC BAR AND GRILL
Registration Number:	2541431	B. R. GUEST CARD
Serial Number:	78688842	BARCA 18
Registration Number:	2810725	BLUE FIN
Registration Number:	2782862	DOS CAMINOS
Registration Number:	2838637	FIAMMA OSTERIA
Registration Number:	2981178	FIAMMA TRATTORIA
Registration Number:	2306925	ISABELLA'S
Serial Number:	78404123	LEVEL V
Registration Number:	2937731	OCEAN GRILL
Registration Number:	1351107	OCEANS
Serial Number:	78920992	PRIME'S STEAK HOUSE

**CH \$540.00 2670839**

Registration Number:	2398474	RUBY FOO'S
Serial Number:	78462364	RUBY FOO'S
Registration Number:	2907246	VENTO TRATTORIA
Registration Number:	2186279	THE BLUE WATER GRILL
Serial Number:	77077271	PQ
Serial Number:	77077275	PQ PEACE & QUIET
Serial Number:	77060518	PRIME'S HOUSE
Serial Number:	77060521	PRIMES-HOUSE

**CORRESPONDENCE DATA**

Fax Number: (212)336-8001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.336.8000  
Email: ptodocket@arelaw.com  
Correspondent Name: Chester Rothstein, Esq.  
Address Line 1: Amster, Rothstein & Ebenstein LLP  
Address Line 2: 90 Park Avenue  
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	91575-0114
NAME OF SUBMITTER:	Chester Rothstein
Signature:	/Chester Rothstein/
Date:	02/23/2007

**Total Attachments: 9**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of February 20, 2007 by and between B.R. Guest Trademark Company Inc., a New York corporation ("Assignor") and BRG Intellectual Property, LLC, a Delaware limited liability company ("Assignee", and together with Assignor, the "Parties").

WHEREAS, the Assignor has entered into a certain Contribution Agreement dated as of November 29, 2006, by and among Assignor, Stephen P. Hanson, an individual residing in New York, elevenseven Holdings, L.L.C., a Delaware limited liability company, SOF U.S. Restaurant Co-Invest Holdings, L.L.C., a Delaware limited liability company, and the other parties thereto (as amended from time to time, the "Contribution Agreement"); and

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor; and

WHEREAS, the Parties desire that prior to the Closing Assignor assigns to Assignee the Trademarks on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

## ARTICLE I

DEFINITIONS

1.1 Definition of Terms. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Contribution Agreement.

1.2 Trademarks means the trademarks and trademark applications listed in the attached Schedule A.

## ARTICLE II

GRANT

2.1. Grant of Assignment. Assignor does hereby transfer, assign and deliver unto Assignee and its successors and assigns, all right, title and interest and claims of Assignor, in, to, relating to and arising under the Trademarks together with the entire goodwill of the business in connection with which the Trademarks are used and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of rights assigned under this Agreement, the same to be held and enjoyed by Assignee and its successors and assigns, for their own use of the Trademarks fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. Assignor hereby agrees to execute any additional documents reasonably required to confirm the rights and obligations provided for in this Agreement, at the expense of Assignee.

2.2 Authorization. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

2.3. Terms. Notwithstanding the foregoing, no provision of this Agreement shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations and indemnity obligations) set forth in the Contribution Agreement. Each of the Parties hereto acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall prevail.

2.4. Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by, and interpreted in accordance with the laws of the United States in respect to trademark issues and in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York without regard to principles of conflicts of laws.

2.5. Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of any such agreement.

*[Signatures Page to Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

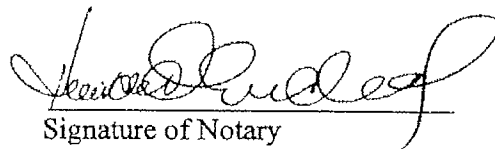
B.R. GUEST TRADEMARK COMPANY INC.

By: Stephen P. Hanson  
Name: **Stephen P. Hanson**  
Title: **President**

STATE OF New York )  
COUNTY OF New York )ss.

On this 15<sup>th</sup> day of February 2007, before me the undersigned, a Notary Public for the County of New York, personally appeared Stephen P. Harbo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person, executed the instrument.

Witness my hand and official seal.

  
Signature of Notary

HOWARD W. MUCHNICK  
Notary Public, State of New York  
No. 02MU8045775  
Qualified in New York County  
Commission Expires October 31, 2008

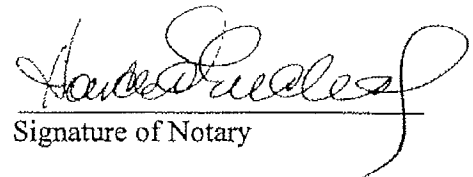
BRG INTELLECTUAL PROPERTY, LLC

By: Stephen P. Hanson  
Name: **Stephen P. Hanson**  
Title: **President**

STATE OF New York )  
COUNTY OF New York )ss.

On this 6<sup>th</sup> day of February 2007, before me the undersigned, a Notary Public for the County of New York, personally appeared STEPHEN P. HANSON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person, executed the instrument.

Witness my hand and official seal.

  
Signature of Notary

HOWARD W. MUCHNICK  
Notary Public, State of New York  
No. 02MU8045775  
Qualified in New York County  
Commission Expires October 31, 2008



Schedule A

<b>Name/Mark</b>	<b>Reg./App. No.</b>	<b>Owner</b>	<b>Date Registered/ Published/ Filed</b>	<b>Status</b>	<b>Juris.</b>
Atlantic Grill	2,670,839	B.R. Guest Trademark Company Inc. (New York Corporation)	January 7, 2003	Registered	United States
Atlantic Bar & Grill	2,038,154	B.R. Guest Trademark Company Inc. (New York Corporation)	February 18, 1997	Registered	United States
B.R. Guest Card	2,541,431	B.R. Guest Trademark Company Inc. (New York Corporation)	February 19, 2002	Registered	United States
BARÇA 18	Serial No. 78/688842	B.R. Guest Trademark Company Inc. (New York Corporation)	August 9, 2005	Pending	United States
Blue Fin	2,810,725	B.R. Guest Trademark Company Inc. (New York Corporation)	February 3, 2004	Registered	United States
Dos Caminos	2,782,862	B.R. Guest Trademark Company Inc. (New York Corporation)	November 11, 2003	Registered	United States
Fiamma Osteria	2,838,637	B.R. Guest Trademark Company Inc. (New York Corporation)	May 4, 2004	Registered	United States
Fiamma Trattoria	2,981,178	B.R. Guest Trademark Company Inc. (New York Corporation)	August 2, 2005	Registered	United States
Isabella's	2,306,925	B.R. Guest Trademark Company Inc. (New York Corporation)	January 11, 2000	Registered	United States

<b>Name/Mark</b>	<b>Reg./App. No.</b>	<b>Owner</b>	<b>Date Registered/ Published/ Filed</b>	<b>Status</b>	<b>Juris.</b>
Level V	Serial No. 78/404123	B.R. Guest Trademark Company Inc. (New York Corporation)	April 19, 2004	Pending	United States
Ocean Grill	2,937,731	B.R. Guest Trademark Company Inc. (New York Corporation)	April 5, 2005	Registered	United States
Oceans	1,351,107	B.R. Guest Trademark Company Inc. (New York Corporation)	January 29, 1985	Registered	United States
Prime's Steak House	Serial No. 78/920992	B.R. Guest Trademark Company Inc. (New York Corporation)	June 30, 2006	Pending	United States
Ruby Foo's	2,398,474	B.R. Guest Trademark Company Inc. (New York Corporation)	October 24, 2000	Registered	United States
Ruby Foo's	Serial No. 78462364	B.R. Guest Trademark Company Inc. (New York Corporation)	August 5, 2004	Pending	United States
Vento Trattoria	2,907,246	B.R. Guest Trademark Company Inc. (New York Corporation)	November 30, 2004	Registered	United States
The Blue Water Grill	2,186,279	B.R. Guest Trademark Company Inc. (New York Corporation)	September 1, 1998	Registered	United States
PQ	Serial No. 77/077271	B.R. Guest Trademark Company Inc. (New York Corporation)	January 5, 2007	Pending	United States
PQ Peace & Quiet	Serial No. 77/077275	B.R. Guest Trademark Company Inc. (New York Corporation)	January 5, 2007	Pending	United States

<b>Name/Mark</b>	<b>Reg./App. No.</b>	<b>Owner</b>	<b>Date Registered/ Published/ Filed</b>	<b>Status</b>	<b>Juris.</b>
Prime's House	Serial No. 77/060518	B.R. Guest Trademark Company Inc. (New York Corporation)	December 8, 2006	Pending	United States
Primes-House	Serial No. 77/060521	B.R. Guest Trademark Company Inc. (New York Corporation)	December 8, 2006	Pending	United States

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