

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charlie Brown's Mark Corp.		06/21/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	450 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0907691	CHARLIE BROWN'S	
Registration Number:	1273137	100 PROOF	
Registration Number:	1298183	THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE	
Registration Number:	2050785	THE OFFICE BEER BAR & GRILL	
Registration Number:	0907698	CHARLEY BROWN'S	
Serial Number:	76542881	JOLLY TROLLEY	
Registration Number:	2896878	BURGER PALOOZA	
Registration Number:	2909887	HANDSHAKE CLUB	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha		

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TRADEMARK  
 REEL: 003623 FRAME: 0949

Address Line 1: 919 Third Avenue  
Address Line 2: 19th Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0764
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NAME OF SUBMITTER:	Watt Wanapha (014951.0764)
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Signature:	/kc for ww/
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Date:	09/18/2007
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Total Attachments: 3 source=Trademark Grant of Security Interest for Charlie Browns Mark Corp#page1.tif source=Trademark Grant of Security Interest for Charlie Browns Mark Corp#page2.tif source=Trademark Grant of Security Interest for Charlie Browns Mark Corp#page3.tif
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## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Charlie Brown's Mark Corp. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 21, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Collateral as such term is defined in the Security Agreement) to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 21, 2007.

CHARLIE BROWN'S MARK CORP.

By: [Signature]

Name: RUSSELL DINTON

Title: PRESIDENT

STATE OF N.J.

ss.:

COUNTY OF DuSion

On this 21 day of June, 2007, before me personally came Russell D Dinton, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of Charlie Brown's Mark Corp., a \_\_\_\_\_, and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]  
[NOTARY SEAL]

CYNTHIA FERRARO  
Notary Public of New Jersey  
My Commission Expires Sept. 23, 2007

SCHEDULE A TO GRANT OF A SECURITY INTEREST

1. Registered Trademarks - None.

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration Date</u>
CHARLIE BROWN'S (and Design)	907,691	2/9/71
100 PROOF (and Design)	1,273,137	4/3/84
THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (and Design)	1,298,183	9/25/84
THE OFFICE BEER BAR & GRILL (and Design)	2,050,785	4/18/97
CHARLEY BROWN'S (and Design)	907,698	2/9/71
JOLLY TROLLEY	76/542,881	9/5/03
BURGER PALOOZA	2,896,878	10/26/04
HANDSHAKE CLUB (and Design)	2,909,887	12/14/04
CHARLEY BROWN'S (and Design)	1158	3/17/71

2. Trademark Applications

3. Trademark Licenses - None.