

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Darden Concepts, Inc.		12/31/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Barbeque Integrated, Inc.		
Street Address:	5200 Town Center Circle		
Internal Address:	Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2488846	SMOKEY BONES BBQ HOMETOWN SPORTS BAR	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-2000		
Email:	ccasey@kirkland.com, ehughes@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive, Suite 5300		
Address Line 2:	c/o Elisa Hughes		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	38233		
NAME OF SUBMITTER:	Elisa Hughes		
Signature:	/Elisa Hughes/		

CH \$40.00 2488846

Date:

01/02/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 31, 2007 ("Effective Date") by and between Darden Concepts, Inc., a Florida corporation, with its principal office at 5900 Lake Ellenor Drive, Orlando, FL 32809 ("Assignor"), and Barbeque Integrated, Inc., a Delaware corporation with its principal office at 5200 Town Center Circle, Suite 600, Boca Raton, FL 33486 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 30, 2007 (the "Agreement") by and among GMRI, Inc., GMR Restaurants of Pennsylvania, Inc., Assignor and Assignee; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of

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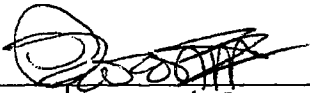
the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Except as specifically provided herein or set forth in the Agreement, Assignor makes no representations or warranties and provides no indemnification to Assignee.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DARDEN CONCEPTS, INC.


Name: Horace G. Dawson, III
Title: Assistant Secretary

BARBEQUE INTEGRATED, INC.

Name: Mark A. Hajduch
Title: Vice President & Assistant Secretary

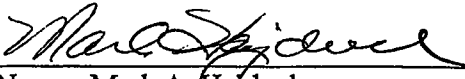
Signature Page to Assignment of Service Marks and Trademarks

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DARDEN CONCEPTS, INC.

BARBEQUE INTEGRATED, INC.

Name: _____
Title: _____



Name: Mark A. Hajduch
Title: Vice President & Assistant Secretary

Signature Page to Assignment of Service Marks and Trademarks

SCHEDULE A

U.S. TRADEMARK REGISTRATION

Trademark No.	Registration Date	Mark
2,488,846	09/11/2001	Smokey Bones BBQ Hometown Sports Bar