

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
Dino-Store, Inc.		05/21/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Dinosaur Restaurants, L.L.C.
Street Address:	888 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10106
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78497821	CUSTOM 'QUE
Serial Number:	78497811	DINOSAUR BAR B QUE
Registration Number:	2279549	A.H.U.
Registration Number:	2505758	BIKER APPROVED
Registration Number:	2291255	CAJUN FOREPLAY
Registration Number:	2550099	CUSTOM 'QUE
Registration Number:	2292837	
Registration Number:	2292836	DEVIL'S DUEL
Registration Number:	3018007	DINOSAUR
Registration Number:	3075881	DINOSAUR
Registration Number:	2931125	DINOSAUR
Registration Number:	2288066	DINOSAUR
Registration Number:	3075880	DINOSAUR BAR-B-QUE
Registration Number:	2279550	DON'T FEAR THE HEAT!

CH \$465.00 78497821

Registration Number:	2359586	HD DINOSAUR BAR-B-QUE
Registration Number:	2289096	LIVE FAST EAT WELL
Registration Number:	3013400	TAKE HOME A TASTE OF THE ACTION
Registration Number:	2285622	WANGO TANGO

CORRESPONDENCE DATA

Fax Number: (212)448-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 446-4800

Email: hsmith@kirkland.com

Correspondent Name: Hayley M. Smith, Sr. Legal Assistant

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37539-57 H. SMITH - DBBQ
NAME OF SUBMITTER:	Hayley M. Smith
Signature:	//Hayley M. Smith//
Date:	05/28/2008

Total Attachments: 4

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Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT is made this 21st day of May, 2008 (this "*Assignment*"), by DINO-STORE, INC., a New York corporation ("*Assignor*"), with offices at 234 West Genesee Street, Syracuse, New York 13202, to Dinosaur Restaurants, L.L.C., a Delaware limited liability company with an office at 888 Seventh Avenue, New York, NY 10106 ("*Assignee*").

WHEREAS, pursuant to the terms of the Contribution Agreement, dated as of May 21, 2008 (the "*Contribution Agreement*"), between Assignor, Assignee and certain other parties thereto, Assignor has agreed to sell, transfer, assign and deliver to Assignee all right, title and interest in, to and under the trademarks and service marks, and all registrations, applications and renewals therefor, owned by Assignor and used in the operation of Assignor's business, including, without limitation, the trademarks identified on Annex A hereto (collectively, "*Trademarks*"); and

WHEREAS, this Assignment is made in connection with the sale of substantially all of the assets of the business to which the Trademarks relate and such business is ongoing.

NOW, THEREFORE, in consideration of the promises contained herein and in the Contribution Agreement, and for other good and valuable consideration set forth in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor, the Assignor does hereby sell, assign, transfer and deliver to Assignee all right, title and interest in, to and under:

(a) all the Trademarks, including, without limitation, all common law and statutory right, title and interest therein, together with all goodwill associated with the business related to the Trademarks;

(b) all rights to collect royalties, income, damages and proceeds, in each case inuring to the benefit of Assignor, in connection with any of the foregoing; and


(c) all rights to sue or assert any claims (past, present or future) of Assignor in connection with any of the foregoing.

Assignor shall give any written further assurance and execute such individual confirmatory assignment deeds, change of name or address certificates and any other instrument, document and agreement prepared by Assignee, at Assignee's expense, necessary or reasonably requested by Assignee for the effectuation or recordation of this Assignment.




This Assignment is irrevocable and shall be effective as of the date first above written.





IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in its name by its duly authorized officer as of the date first above written.

DINO-STORE, INC.

By: 
Name: John Stage
Title: President

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Jurisdiction	Mark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
U.S. Federal	A.H.U.	Registered	2279549	9/21/99
U.S. Federal	BIKER APPROVED AND DESIGN 	Registered	2505758	11/13/01
U.S. Federal	CAJUN FOREPLAY	Registered	2291255	11/9/99
U.S. Federal	CUSTOM 'QUE	Pending	78/497821	10/11/04
U.S. Federal	CUSTOM 'QUE	Registered	2550099	3/19/02
U.S. Federal	DESIGN ONLY 	Registered	2292837	11/16/99
U.S. Federal	DEVIL'S DUEL	Registered	2292836	11/16/99
U.S. Federal	DINOSAUR	Registered	3018007	11/20/05
U.S. Federal	DINOSAUR	Registered	3075881	4/4/06
U.S. Federal	DINOSAUR	Registered	2931125	3/8/05
U.S. Federal	DINOSAUR AND DESIGN 	Registered	2288066	10/19/99
U.S. Federal	DINOSAUR BAR B QUE	Pending	78/497811	10/11/04
U.S. Federal	DINOSAUR BAR B QUE AND DESIGN	Registered	3075880	4/4/06

Jurisdiction	Mark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
				
U.S. Federal	DINOSAUR BAR B QUE AND DESIGN 	Abandoned	76297715	08/13/01
U.S. Federal	DON'T FEAR THE HEAT	Registered	2279550	9/21/99
U.S. Federal	HD DINOSAUR BAR-B-QUE AND DESIGN 	Registered	2359586	6/20/00
U.S. Federal	LIVE FAST EAT WELL AND DESIGN 	Registered	2289096	10/26/99
U.S. Federal	MOJITO	Abandoned	76/062238	06/5/00
U.S. Federal	TAKE HOME A TASTE OF THE ACTION	Registered	3013400	11/8/05
U.S. Federal	WANGO TANGO	Registered	2285622	10/12/99