

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Charlie Brown's Mark Corp.		09/26/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	TRUST:

**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: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-3121 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company

CH \$215.00 0907691

Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	739133
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	09/29/2008

**Total Attachments: 4**  
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Charlie Brown's Mark Corp.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Corporation
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 09/26/2008

2. Name and address of receiving party(ies)

Name: Wilmington Trust Company,

Internal Address: as Collateral Agent

Street Address: 1100 North Market Street

City: Wilmington State: DE Zip: 19890

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule A

B. Trademark Registration No.(s) See Schedule A

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: \_\_\_\_\_

**9**

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

James P. Murphy  
Name of Person Signing

  
Signature

September 29, 2008  
Date

Total number of pages including cover sheet, attachments, and document: 

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## 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 Second Lien Pledge and Security Agreement, dated as of September 26, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Wilmington Trust Company, as the collateral agent for the Second Lien Secured Parties (as defined in the Security Agreement) (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 Second Lien Secured Parties, 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 Second Lien 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 Second Lien Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property as such term is defined in the Security Agreement) to secure the prompt payment, performance and observance of the Second Lien 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 the date first above written.

CHARLIE BROWN'S MARK CORP.

By: 

Name: Russell D'Anton  
Title: President

SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS)- CHARLIE BROWN'S MARK CORP.

TRADEMARK  
REEL: 003860 FRAME: 0931

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.