

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale and General Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
S & A Restaurant Corp.		10/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bennigan's IP, LLC
<b>Street Address:</b>	1180 Peachtree Street, NE, Suite 2510
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30309
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Serial Number:	78713718	BENNIGAN'S EXPRESS
Serial Number:	78966030	SEPTEMBURGER
Serial Number:	78922816	29° TAVERN
Serial Number:	78922791	29DEGREE TAVERN
Serial Number:	78468515	STEAK & ALE QUALITY ESTABLISHED 1966
Serial Number:	78463087	WHAT ARE YOU IN THE MOOD FOR?
Serial Number:	77113646	BENI QUICK GRILLE
Serial Number:	77151952	BENNIGAN'S SPORT
Serial Number:	77271073	FERGUS DARGLE
Serial Number:	77161480	STEAK & ALE
Serial Number:	77113702	BENI QUICK GRILLE
Serial Number:	76557945	BENNIGAN'S GRILL & TAVERN
Serial Number:	76557946	BENNIGAN'S GRILL & TAVERN
Serial Number:	75921043	BENNIGAN'S ON THE GO

CH \$915.00 78713718

Serial Number:	75921044	BENNIGAN'S TAVERN BURGERS
Serial Number:	76441743	PADDY O'PUNCH
Serial Number:	76337322	THE PLANO TAVERN
Serial Number:	73740760	YOUR ESCAPE FROM THE EVERYDAY
Serial Number:	76231715	EAT.DRINK...ENOUGH SAID
Serial Number:	75112470	SIGNATURE HERB ROASTED PRIME RIB
Serial Number:	72282220	STEAK AND ALE
Serial Number:	73426917	BENNIGAN'S
Serial Number:	73091872	BENNIGAN'S
Registration Number:	1423404	BENNIGAN'S
Serial Number:	73376684	BENNIGAN'S TAVERN
Registration Number:	2001523	BENNIGAN'S HEALTH CLUB
Serial Number:	74690826	IRISH AMERICAN BENNIGAN'S GRILL & TAVERN
Serial Number:	74650624	BLARNEY BLAST
Serial Number:	73533569	DEATH BY CHOCOLATE
Serial Number:	76441744	DEATH BY CHOCOLATE MARTINI
Serial Number:	75084126	EMERALD ISLE MARGARITA
Serial Number:	74535614	TIME CRUNCH LUNCH
Registration Number:	1950408	EARLY EVENINGS
Serial Number:	72404278	KENSINGTON
Serial Number:	75112469	STEAK AND ALE
Serial Number:	72282222	STEAK AND ALE

**CORRESPONDENCE DATA**

Fax Number: (404)815-2424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, NE, Suite 2400  
Address Line 2: Paul Hastings Janofsky & Walker LLP  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	11/26/2008

**Total Attachments: 8**

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**BILL OF SALE AND GENERAL ASSIGNMENT**  
(Intellectual Property)

WHEREAS, (i) Atalaya Administrative LLC, as agent (together with its affiliates, subsidiaries, successors, and assigns, the "Administrative Agent") for lenders pursuant to the certain Administrative and Collateral Agency Agreement dated as of July 9, 2008 in connection with that certain Amended and Restated Loan and Security Agreement, dated as of March 8, 2005 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among S & A Restaurant Corp., as borrower (the "Borrower"), Fortress Credit Opportunities I LP, successor-in-interest to Fortress Credit Corp., as a lender and collateral agent ("Fortress"; together with Atalaya Funding LLC ("Atalaya") and any other lenders from time to time party thereto, as well as their respective parents, affiliates, subsidiaries, successors, and assigns (jointly and severally, "Lenders", together with the Administrative Agent, the "Secured Parties"), and (ii) by Michelle Chow (the "Trustee") of the estates of the Debtors<sup>1</sup> on behalf of said Debtors and/or their estates (the "Estates", and together with the Trustee hereinafter sometimes collectively referred to as the "Trustee and Estates") have entered into that certain Settlement Agreement and Mutual Release (the "Settlement Agreement"), dated as of the 31st day of October 2008;

WHEREAS, it is a condition to the Settlement Agreement that on the Effective Date (as defined in the Settlement Agreement) the Trustee, on behalf of the Debtors and the Estates, execute this Bill of Sale and General Assignment;

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<sup>1</sup> The entities in these jointly administered cases are as follows (collectively, the "Debtors"): S & A Restaurant Corp.; S & A Properties Corp.; Jolly Ox Club of Kansas, Inc.; S & A Payroll Agent II, Inc.; S and A Leasing Corp.; Steak and Ale of Texas, Inc.; Bennigan's of Waldorf, Inc.; Bennigan's Gift Card, Inc.; Steak and Ale of Alabama, Inc.; Steak and Ale of Virginia, Inc.; Bennigan's of Las Vegas, Inc.; Steak and Ale of Colorado, Inc.; Bennigan's of Security, Inc.; Steak and Ale of West Virginia, Inc.; Steak and Ale of Columbia, Inc.; Bennigan's of Laurel, Inc.; Steak and Ale of Florida, Inc.; Steak and Ale of Oklahoma City No. 1, Inc.; Bennigan's of Roosevelt Field, Inc.; Steak and Ale of Georgia, Inc.; Bennigan's of Maryland, Inc.; Steak and Ale of Pennsylvania, Inc.; Steak and Ale of Delaware, Inc.; Steak and Ale of Illinois, Inc.; Steak and Ale of Tennessee, Inc.; Steak and Ale of Louisiana, Inc.; Steak and Ale of Indiana, Inc.; Steak and Ale of California, Inc.; Steak and Ale of Massachusetts, Inc.; Steak and Ale of New Mexico, Inc.; Steak and Ale of Michigan, Inc.; S & A of Montgomery County, Inc.; Steak and Ale of Minnesota, Inc.; Steak and Ale of Missouri, Inc.; Steak and Ale of New Jersey, Inc.; Steak and Ale of Little Rock, Inc.; Steak and Ale of Ohio, Inc.; 100 W. Timonium Road, Inc.; Bennigan's Club of Dallas-Shiloh, Inc.; Bennigan's Club of Fort Worth, Inc.; Bennigan's Club of Mesquite, Inc.; Bennigan's Club of Tyler, Inc.; Steak and Ale No. 108 Club; Steak and Ale Club of Mesquite, Inc.; and Jamie's Inc. The case numbers associated with the preceding Debtors are: 08-41899 through 08-41935, and 08-41952 through 08-41959 (collectively, the "Chapter 7 cases").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which hereby are acknowledged, the undersigned Trustee, on behalf of the Debtors and the Estates, does hereby sell, assign, bargain, transfer, convey, grant, deliver and set over unto BENNIGAN'S IP, LLC, a Delaware limited liability company (the "Purchaser"), its successors, designees and assigns, all right, title and interest of the Debtors, the Trustee and the Estates in and to the following assets and properties (the "Property") of the Debtors and the Estates (as each such item is defined in the applicable Collateral Loan Document (as defined below)):

all Copyrights, Patents, Trademarks, Licenses and other Intellectual Property, together with all goodwill, rights to sue for past infringement related to such intellectual property and all other similar rights, including without limitation the trademarks, trade names and copyrights listed on Schedule 1 attached hereto and all marketing and operational materials related to the Bennigan's, Steak & Ale and Tavern restaurant operations;

provided, however, that the foregoing shall not be construed to include (i) any assets comprising the Transferred Assets or the products and proceeds thereof, (ii) any equity interests in any Subsidiary of Borrower, (iii) any assets excluded from the definition of Borrower Collateral (as defined in the Loan Agreement) or (iv) any assets excluded from the definition of Collateral (as defined in the Amended and Restated Guarantor Security Agreement described below).

For the purposes hereof, "Collateral Loan Documents" shall mean (a) the Loan Agreement, (b) that certain Amended and Restated Guarantor Security Agreement, dated as of March 8, 2005, executed by certain of the Debtors, (c) that certain the Amended and Restated Collateral Assignment of Management Agreements, dated as of March 8, 2005, executed by certain of the Debtors, (d) that certain Amended and Restated Collateral Assignment of Licenses, dated as of March 8, 2005, executed by certain of the Debtors, (e) that certain Amended and Restated Collateral Assignment of Development Agreements, dated as of March 8, 2005, and (f) such other Loan Documents (as defined in the Loan Agreement) granting the Secured Parties any security interest in the assets and properties of the Debtors. Furthermore, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Settlement Agreement.

**NEITHER THE TRUSTEE NOR THE ESTATES HAVE MADE TO PURCHASER ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, OR STATEMENTS, WHETHER EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, INCLUDING, WITHOUT LIMITATION, (1) THE PHYSICAL CONDITION OR OPERATION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF POLYCHLORINATED BIPHENYLS (PCB's), RADON GAS, LEAD PAINT, ASBESTOS OR ASBESTOS-CONTAINING MATERIALS OR THE RELEASE OR THREATENED RELEASE OF HAZARDOUS SUBSTANCES), (2) THE ECONOMIC VALUE OF THE PROPERTY OR THE**

**REVENUES OR EXPENSES OF THE PROPERTY, (3) THE FREEDOM OF THE PROPERTY FROM LIENS AND ENCUMBRANCES IN WHOLE OR IN PART, (4) THE NATURE AND EXTENT OF ANY MATTER AFFECTING TITLE TO THE PROPERTY OR (5) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF "FITNESS FOR A PARTICULAR PURPOSE", "MERCHANTABILITY" OR ANY OTHER KIND WHICH WOULD OTHERWISE ARISE BY STATUTE OR UNDER COMMON LAW.**

**THE PROPERTY IS BEING CONVEYED TO PURCHASER IN ITS CURRENT "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND LIMITATIONS.**

To the extent this Bill of Sale and General Assignment is inconsistent with any terms or conditions of the Settlement Agreement, the terms and conditions of the Settlement Agreement shall control.

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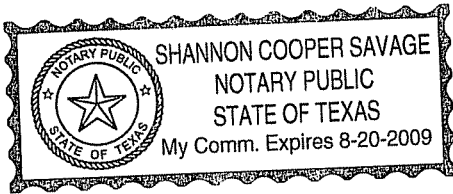
IN WITNESS WHEREOF, the Seller has executed this Bill of Sale and General Assignment as of the 31st day of October, 2008.

SELLER:

Michelle Chow, Trustee  
Michelle Chow, Trustee on behalf of the Debtors' Estates

STATE OF Texas  
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 31st day of Oct, 2008, by Michelle Chow, as Ch. 7 Trustee, on behalf of \_\_\_\_\_ who is personally known to me or has produced a valid driver's license as identification and who executed the same on behalf of said district.



NOTARY PUBLIC:

Sign Shannon C  
Print Shannon Cooper Savage  
State of \_\_\_\_\_ at Large (Seal)  
My Commission Expires: 8/20/2009

## SCHEDULE 1

### Intellectual Property

#### I. Trademarks

##### A. United States Registrations

DESCRIPTION	SERIAL NO.	REGISTRATION NO.
BENNIGAN'S EXPRESS	78713718	
SEPTEMBURGER	78966030	3239899
29° TAVERN	78922816	3304726
29DEGREE TAVERN	78922791	3304725
STEAK AND ALE QUALITY ESTABLISHED 1966	78468515	3045244
WHAT ARE YOU IN THE MOOD FOR?	78463087	3004211
BENI QUICK GRILLE	77113646	
BENNIGAN'S SPORT	77151952	3427829
FERGUS DARGLE	77271073	
STEAK & ALE	77161480	3334363
BENI QUICK GRILLE	77113702	
BENNIGAN'S GRILL & TAVERN (block)	76557945	2914348
BENNIGAN'S GRILL & TAVERN (design)	76557946	2899199
BENNIGAN'S ON THE GO	75921043	2425219
BENNIGAN'S TAVERN BURGER	75921044	2444258
PADDY O'PUNCH	76441743	2719312
THE PLANO TAVERN (DE)	76337322	2618066
YOUR ESCAPE FROM THE EVERYDAY	73740760	1529079
EAT, DRINK, ENOUGH SAID	76231715	2520003
SIGNATURE HERB ROASTED PRIME RIB	75112470	2083567
STEAK AND ALE (DE)	72282220	862523
BENNIGAN'S (DE)	73426917	1318668
BENNIGAN'S (BLOCK)	73091872	1088917
BENNIGAN'S with flip		1423404
BENNIGAN'S TAVERN with Flip and Mug	73376684	1245655
BENNIGAN'S HEALTH CLUB		2001523
BENNIGAN'S IRISH AMERICAN GRILL & TAVERN (DE)	74690826	1979644
BLARNEY BLAST	74650624	1957817
DEATH BY CHOCOLATE	73533569	1394245
DEATH BY CHOCOLATE MARTINI	76441744	2746714
EMERALD ISLE MARGARITA	75084126	2049016
TIME CRUNCH LUNCH	74535614	1920425
EARLY EVENINGS		1950408
KENSINGTON	72404278	956188
STEAK AND ALE (BLOCK)	75112469	2065016
STEAK AND ALE & STEER DESIGN	72282222	861153



## B. International Registrations

DESCRIPTION	COUNTRY	REGISTRATION NO.
BENNIGAN'S	Aruba	21887
BENNIGAN'S (DE)	Bahamas	25785
BENNIGAN'S (DE)	Bahrain	2478
BENNIGAN'S (DE)	Belize	61/Tm/2001
BENNIGAN'S (DE)	Brazil	818632100
BENNIGAN'S (DE)	Canada	261687
BENNIGAN'S (DE)	Canada	532858
BENNIGAN'S (DE)	Chile	532185
BENNIGAN'S (DE)	China	971733
BENNIGAN'S	China	3641566
BENNIGAN'S (DE)	Costa Rica	104385
BENNIGAN'S	Cyprus	62996
BENNIGAN'S (DE)	Dominican Republic	128522
BENNIGAN'S	Ecuador	4510-01
BENNIGAN'S (DE)	Egypt	88785
BENNIGAN'S (DE)	El Salvador	9
BENNIGAN'S	European Union	197384
BENNIGAN'S GRILL & TAVERN (DE)	European Union	4259776
BENNIGAN'S	Great Britain	1335504
BENNIGAN'S TAVERN (DE)	Great Britain	1335915
BENNIGAN'S	Guatemala	153803
BENNIGAN'S TAVERN (DE)	Honduras	6087
BENNIGAN'S	Hong Kong	16160
BENNIGAN'S	Hong Kong	6115
BENNIGAN'S	India	1310510
BENNIGAN'S (DE)	Indonesia	372193
BENNIGAN'S (DE)	Indonesia	IDM000024462
BENNIGAN'S	Ireland	201916
BENNIGAN'S (DE)	Israel	98210
BENNIGAN'S (DE)	Italy	714307
BENNIGAN'S (DE)	Japan	4056871
BENNIGAN'S	Jordan	67974
BENNIGAN'S (in Arabic)	Jordan	83964
BENNIGAN'S (DE)	Korea	29161
BENNIGAN'S (KOREAN CHARACTERS)	Korea	26397
BENNIGAN'S	Korea	129998
BENNIGAN'S (DE)	Kuwait	29030
BENNIGAN'S (DE)	Lebanon	66519
BENNIGAN'S (DE)	Malaysia	97020346
BENNIGAN'S	Mexico	436848
BENNIGAN'S	Mexico	369209
BENNIGAN'S (DE)	Mexico	364807

BENNIGAN'S (DE)	New Zealand	231346
BENNIGAN'S	New Zealand	625483
BENNIGAN'S (DE)	Norway	188972
BENNIGAN'S	Oman	20512
BENNIGAN'S (DE)	Panama	89168
BENNIGAN'S	Paraguay	231417
BENNIGAN'S (DE)	Peru	3470
BENNIGAN'S	Puerto Rico	65799
BENNIGAN'S (DE)	Qatar	17261
BENNIGAN'S	Russia	288054
BENNIGAN'S (DE)	Saudi Arabia	496/60
BENNIGAN'S (DE)	Singapore	T95/04083B
BENNIGAN'S (DE)	Singapore	T05/06742F
BENNIGAN'S	Spain	1974402
BENNIGAN'S (DE)	Switzerland	450155
BENNIGAN'S (DE)	Taiwan	118183
BENNIGAN'S	Taiwan	1093553
BENNIGAN'S (DE)	Thailand	SM4634
BENNIGAN'S	Trinidad & Tobago	33822
BENNIGAN'S	Turkey	200122462
BENNIGAN'S (DE)	United Arab Em.	20680
BENNIGAN'S	United Kingdom	2032166
BENNIGAN'S IRISH AMERICAN	United Kingdom	2110046
BENNIGAN'S AMERICAN TAVERN	United Kingdom	2110047
HOME OF 100 BEERS & 1000 WELCOMES	United Kingdom	2110055
TAP TIME	United Kingdom	2110049
BENNIGAN'S HEALTH CLUB	United Kingdom	2110062
EMERALD ISLE MARGARITA	United Kingdom	2110060
IRISH COUNTRY BRUNCH	United Kingdom	2110058
BLARNEY BLAST	United Kingdom	2110050
BENNIGAN'S LUCKY CLOVER GIVEAWAY	United Kingdom	2110052
TIME CRUNCH LUNCH	United Kingdom	2110051
COPPER CLOVER INT'L BEER QUEST	United Kingdom	2109688
NO BLARNEY GUARANTEE	United Kingdom	2110048
COPPER CLOVER	United Kingdom	2109685
BENNIGAN'S	Uruguay	297307
DEATH BY CHOCOLATE	WIPO	946937
STEAK AND ALE	Argentina	1,698,662
STEAK AND ALE & STEER	Australia	247608
STEAK & ALE (Bull Design)	Australia	1103539
STEAK AND ALE	Bahamas	6720
STEAK AND ALE	Bahrain	2477
SKILLET O'BEEF	Canada	265611

KENSINGTON	Canada	284760
STEAK AND ALE (DE)	Canada	281027
STEAK AND ALE & Steer	Canada	218072
STEAK AND ALE	Ecuador	4509-01
STEAK AND ALE (DE)	El Salvador	163
STEAK AND ALE (DE)	European Union	1411115
STEAK AND ALE	European Union	197418
STEAK AND ALE (DE)	Germany	1003416
STEAK AND ALE	Guatemala	96088
STEAK & ALE (DE)	Great Britain	B975464
STEAK AND ALE (DE)	Grenada	177
STEAK AND ALE	Honduras	6088
STEAK AND ALE	Indonesia	430787
STEAK AND ALE (DE)	Israel	33568
STEAK AND ALE & STEER	Japan	3296091
STEAK AND ALE (DE)	Jamaica	14827
STEAK AND ALE (DE w/ bull)	Jamaica	48462
STEAK AND ALE (FLEUR)	Korea	47477
STEAK AND ALE	Kuwait	45491
STEAK AND ALE (DE)	Lebanon	80444
STEAK AND ALE (DE)	Mexico	460897
STEAK AND ALE (DE)	New Zealand	B96816
STEAK AND ALE (DE)	New Zealand	745644
STEAK AND ALE	Panama	89169
STEAK AND ALE	Peru	13346
STEAK AND ALE (DE)	Puerto Rico	65994
STEAK AND ALE	Venezuela	S-012217

## II. Copyrights

DESCRIPTION	REGISTRATION NO.
The Bennigan's guide to beer tasting tips, toasts & foods	TX4543375
What can a restaurant do about drunk driving?	TX1323598