

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Max and Erma's Restaurant, Inc.		08/30/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Blue Ribbon Holdings, LLC		
<b>Street Address:</b>	400 West 48th Avenue		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80216		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3158244	MAX & ERMA'S	
Registration Number:	3158132	MAX & ERMA'S	
Registration Number:	1957161	MAX & ERMA'S	
Registration Number:	3216588	&	
Registration Number:	3730807	MAX & ERMA'S A BETTER PLACE TO EAT.	
Registration Number:	2400228	MAX & ERMA'S THE HOMETOWN FAVORITE	
Registration Number:	1085131	MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE	
Registration Number:	3240715	GOOD NEIGHBOR REWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0083		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	zhilden@paulweiss.com, aashville@paulweiss.com		
<b>Correspondent Name:</b>	Zoe Hilden		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		

**CH \$215.00 3158244**

ATTORNEY DOCKET NUMBER:	18250-015
NAME OF SUBMITTER:	Zoe Hilden
Signature:	/Zoe Hilden/
Date:	09/21/2010
Total Attachments: 5 source=American Blue Ribbon assignment#page1.tif source=American Blue Ribbon assignment#page2.tif source=American Blue Ribbon assignment#page3.tif source=American Blue Ribbon assignment#page4.tif source=American Blue Ribbon assignment#page5.tif	

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of the 30<sup>th</sup> day of August, 2010, by and between **MAX AND ERMA'S RESTAURANT, INC.**, a Delaware corporation, ("Assignor") and **AMERICAN BLUE RIBBON HOLDINGS, LLC**, a Delaware limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has this day conveyed to Assignee certain assets pursuant to that certain Restated Asset Purchase Agreement, dated as of August 18, 2010, (the "Agreement"), between the Assignor as Seller and the Assignee as Purchaser, as the same was confirmed by Order of Court of the United States Bankruptcy Court, Western District of Pennsylvania, Bankruptcy No. 09-27807-MBM (capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement); and

WHEREAS, in conjunction with the conveyance of the assets, Assignor has agreed to sell, transfer, assign, convey, set over and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, free and clear of all liens, claims, charges and encumbrances of any kind, all of Assignor's right, title and interest in and to all of that certain **Acquired Intellectual Property** (as such term is defined in the Agreement); as more particularly described on Exhibit "A" attached hereto and made a part hereof; and to all computer hardware and software owned by or licensed to Assignor pursuant to an Acquired Contract; as more particularly described in Exhibit "B" attached hereto and made a part hereof (collectively, the "**Intellectual Property**"), all in accordance with this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to the Intellectual Property and all goodwill associated there-with and all of the rights, benefits and privileges thereunder as of the date hereof.
2. **Assumption.** Assignee hereby assumes all obligations of Assignor in connection with the Intellectual Property which arise on or after the date hereof, and agrees to perform all obligations of Assignor in connection with the Intellectual Property which are to be performed or which become due on or after the date hereof.
3. **Indemnity.** Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys fees and costs) arising out of any obligation or liability of Assignee with regard to the Intellectual Property arising after the date hereof relating to acts or omissions occurring after the date hereof.
4. **Further Assurances.** Assignor covenants with Assignee, and Assignee covenants with Assignor, that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors, heirs and assigns.

6. Delivery. This Assignment may be executed and delivered in multiple counterparts, and by the parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of counterparts via facsimile transmission or via email with scan attachment shall be effective as if originals thereof were delivered.

**SIGNATURES ON FOLLOWING PAGES**

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

**ASSIGNOR:**

**MAX AND ERMA'S RESTAURANT, INC.,**  
a Delaware corporation

By: \_\_\_\_\_



Mark A. Roberts  
Chief Executive Officer  
Chief Restructuring Officer

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first written above.

**ASSIGNEE:**

**AMERICAN BLUE RIBBON HOLDINGS,  
LLC, a Delaware limited liability company**

By: *[Signature]*

Name: *Anita Adams*

Title: *Chief Financial Officer*

EXHIBIT A

**TRADEMARKS AND SERVICE MARKS**

**U.S. Federal**

<b>Mark</b>	<b>Registration No.</b>
MAX & ERMA'S	3158244
MAX & ERMA'S (Stylized)	3158132
MAX & ERMA'S (Stylized)	1957161
"&" Design	3216588
MAX & ERMA'S A BETTER PLACE TO EAT	3730807
MAX & ERMA'S THE HOMETOWN FAVORITE	2400228
MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE & Design	1085131
GOOD NEIGHBOR REWARDS	3240715

**Ohio State**

<b>Mark</b>	<b>Registration No.</b>
MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE & Design	TM 7886
MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE & Design	SM 2587