

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brown's Chicken & Pasta, Inc.		10/22/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	POPGRIP, LLC
Street Address:	4024 Champion Rd
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60564
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1027585	
Registration Number:	1027460	
Registration Number:	1027461	BROWN'S
Registration Number:	1060138	BROWN'S
Registration Number:	1066903	BROWN'S
Registration Number:	1377729	BROWN'S
Registration Number:	2060323	CHICKEN & CHOICE
Registration Number:	2389063	IT TASTES BETTER
Registration Number:	2384554	IT TASTES BETTER
Registration Number:	3128757	BEEF SAUSAGE DOGS MADE THE CHICAGO WAY
Registration Number:	1014269	

CORRESPONDENCE DATA

Fax Number: (312)276-4433

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

900183592

**TRADEMARK
 REEL: 004471 FRAME: 0077**

CH \$290.00 1027585

Phone: 312 577-7000
Email: trademark@fitcheven.com
Correspondent Name: Alisa C. Simmons
Address Line 1: 120 S. LaSalle Street
Address Line 2: Suite 1600
Address Line 4: Chicago, ILLINOIS 60603-3406

ATTORNEY DOCKET NUMBER: 9225-99117

NAME OF SUBMITTER: Alisa C. Simmons

Signature: /alisa simmons/

Date: 02/08/2011

Total Attachments: 9

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ASSIGNMENT OF MARKS AND FEDERAL REGISTRATIONS

This ASSIGNMENT is made and entered as of October 22, 2010 (the "Effective Date"), by Brown's Chicken & Pasta, Inc., a chapter 11 debtor ("Assignor") in favor of PopGrip LLC, an Illinois limited liability company ("Assignee").

WHEREAS, Assignor owns and operates a franchise business that franchises restaurants and that owns to operating restaurants (the "Business"), and Assignor is presently a debtor in a chapter 11 bankruptcy presently pending in the U.S. Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court"), Case No. 09-49094 (the "Case");

WHEREAS, this Assignment is contingent upon and in all respects subject to the entry of and the terms of that certain order of the Bankruptcy Court in the Case entered pursuant to Section 363 of the Bankruptcy Code authorizing the sale herein dated October __, 2010;

WHEREAS, this Assignment is made and delivered in order to effect and document the transfer by Seller to Buyer under the terms of the Asset Purchase Agreement, dated as of October 5, 2010, by and between Assignor and Assignee; and

WHEREAS, Assignor owns the various names and marks that it has utilized in connection with the Business, including the marks listed on Exhibit A hereto, and the goodwill associated with and symbolized by the foregoing (collectively, the "Names and Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all rights, title, and interest in and to the Names and Marks, including the service marks and United States registrations thereof listed on Exhibit A hereto, together with the goodwill of the Business associated with and symbolized by the Names and Marks.

Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the foregoing assignment.

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

ASSIGNOR:

BROWN'S CHICKEN & PASTA, INC.

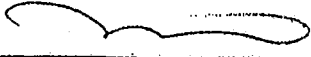



By: 
Name: Toni L. Portillo
Title: President

Exhibit A

**Registered Trademarks and Applications
[Attached.]**

Mark	Cl.	Services/Goods	Reg. No.	Reg. Date	Next Due Date
	35	restaurant franchising and consulting services rendering technical assistance in the establishment and operation of restaurants	1,014,269	06-24-1975	06-24-2015 <i>Renewal</i>
	29	carry-out food products--namely, chicken, shrimp, chicken livers, chicken gizzards, fish sandwiches, potatoes, and cole slaw	1,027,460	12-16-1975	12-16-2015 <i>Renewal</i>
BROWN'S	29	carry-out food products--namely, chicken, shrimp, chicken livers, chicken gizzards, fish sandwiches, potatoes, and cole slaw	1,027,461	12-16-1975	12-16-2015 <i>Renewal</i>
	42	restaurant services	1,027,585	12-16-1975	12-16-2015 <i>Renewal</i>
BROWN'S	42	restaurant services	1,060,138	02-22-1977	02-22-2007 <i>Renewal</i>
BROWN'S	35	rendering technical aid and assistance in the establishment and/or operation of restaurants	1,066,903	05-31-1977	05-31-2007 <i>Renewal</i>
CHICKEN & CHOICE	42	restaurant and carry-out restaurant services	2,060,323	05-13-1977	05-13-2007 <i>Renewal</i>
IT TASTES BETTER	42	restaurant services, including catering and take out services	2,384,554	09-12-2000	09-12-2010 <i>Renewal</i>
IT TASTES BETTER	29 & 30	chicken, chicken livers, chicken gizzards, ribs, italian beef, sausage, shrimp, fish, side dishes consisting primarily of vegetables, salads except macaroni, rice and pasta salad and processed potatoes	2,389,063	09-26-2000	09-26-2010 <i>Renewal</i>
	43	restaurant services and take-out restaurant services	3,128,757	08-15-2006	08-15-2011 <i>Off. of Use</i>

AGREEMENT

THIS AGREEMENT dated October 5, 2010, is made by and between PopGrip LLC or its nominee ("PopGrip") (the "Purchaser") and Brown's Chicken & Pasta, Inc. ("Brown's"), (the "Seller").

WHEREAS, the Seller owns and operates a franchise business that franchises restaurants and that owns two operating restaurants (the "Business");

WHEREAS, Seller is debtor and debtor in possession in a case pending under Chapter 11 of Title 11, United States Code (11 U.S.C. Sections 101 et seq.) ("**Bankruptcy Code**"), in the U.S. Bankruptcy Court for the Northern District of Illinois, Eastern Division, as Case No. 09-49094 ("**Bankruptcy Court**" or "**Bankruptcy Case**");

WHEREAS, Seller desires to sell all or substantially all of its assets to Purchaser upon the terms and conditions hereinafter set forth and in accordance with Sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, the Purchaser asserts no claims in the Bankruptcy Case against the Seller and desires to purchase the assets of the Seller, including without limitation executory contracts; equipment, furniture and fixtures; inventory; cash and accounts receivable; name, intellectual property, patents, trademarks; and goodwill and going concern value, free and clear of any obligations for accounts payable or other liabilities of the Seller;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

PURCHASE OF ASSETS

Sale of Assets. Subject to the terms and conditions of this Agreement, and to the approval of the Bankruptcy Court as provided herein, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the Closing (as hereafter defined), all of Seller's right, title and interest in and to the assets of Seller wherever located and whenever acquired, free and clear of all liens, claims and encumbrances (collectively, the "Sale Assets"):

Except as described below, all executory contracts, including franchise agreements, equipment leases, leaseholds and leasehold improvements (collectively the "**Executory Contracts**," as listed in Schedule G of the Seller's Schedules filed in the Bankruptcy Case [the "Seller's Schedules"], and the additional franchise agreements listed in Exhibit A attached hereto);

All machinery, equipment, vehicles, accessories, furniture, fixtures, computers, office equipment, furnishings, signage, displays, display equipment, shelving, storage equipment, computers, telephone and fax equipment and systems, inventory, supplies and other tangible personal property pertaining to the Business, together with all unexpired warranties of manufacturers,

vendors or other third parties, if any, customer lists and software manuals, records and documentation related franchisees (collectively, the "Fixed Assets", as listed in Seller's Schedule B);

All cash and accounts receivable, including without limitation the "Brown's Advertising Fund" and any and all marketing funds (collectively "Accounts");

All intellectual property of the Seller, including without limitation all patents, trademarks (as listed in Seller's Schedule B), copyrights, marketing material including advertising, and art work (collectively the "Intellectual Property"); and

All going concern value, including without limitation the name of the Business, and all goodwill (collectively the "Goodwill").

Excluded Assets. Anything herein to the contrary notwithstanding, Seller shall retain and shall not sell, convey, transfer, assign or deliver to Purchaser any interest in the following assets and properties of Seller, and Purchaser hereby acknowledges that it does not have nor will it acquire at Closing or thereafter an interest of any kind whatsoever in the following assets and properties of Seller (collectively, the "Excluded Assets"): (a) causes of action and litigation rights existing as of the Closing in favor of Seller including any and all causes of action arising under Sections 510, 544-553 of the Bankruptcy Code (collectively, the "Causes of Action"); (b) any tax refunds whenever arising, and all rights or other tax benefits arising from Seller's net operating losses arising prior to the Closing; (c) any non-transferable prepaid expenses and deposits arising in connection with the Business; (d) any right, title or interest in and to any life insurance policies and/or cash surrender values thereunder; (e) all contract rights, title or interests, including any refunds or credits, arising out of, under or related to the Excluded Assets, if any; (f) all non-transferable prepaid expenses and deposits arising in connection with the Business; and (g) all employee benefit plans.

Purchase Price. PopGrip agrees to pay to Sellers as a purchase price for the above-mentioned property the sum of ~~\$265,000.00~~ ^{OK Bill R. Murch} ~~(the "Purchase Price").~~
\$585,000.00

Deposit Terms of Payment. The Purchaser shall deliver a cashier's check in the amount of \$66,250.00 to counsel for the Seller as escrowee, to be deposited by said counsel in its non-interest bearing client fund account pending Closing, as an earnest money deposit (the "Deposit"), within 48 hours of acceptance of this offer by the Seller. The balance of the purchase price will be paid to the Seller at Closing. If the transaction does not close for any reason other than as result of the actions of the Purchaser, the earnest money shall be returned to the Purchaser and this Agreement shall be null and void.

Obligations. All accounts payable and other liabilities incurred by the Seller with regard to the Business up to the date of closing, shall be the responsibility of the Seller. PopGrip agrees to assume any obligation or liability for Executory Contracts accruing after Closing.

CLOSING

Closing. Subject to the terms and conditions of this Agreement, including the finalization of all conditions precedent, the consummation of the transactions contemplated herein (the "Closing") shall be five (5) business days after entry of the Sale Order, at The Golding Law Offices, PC, 500 Worth Dearborn St. , 2nd floor, Chicago, IL, but in no event later than October 30, 2010 ("Closing Deadline"); unless otherwise agreed in writing between the parties, or required by the terms hereof.

Seller's Closing Documents. At closing, Seller shall deliver to Purchaser or its agents copies of the documents required by the Agreement and such other documents as, in the opinion of Purchaser's counsel, Fred R. Harbecke, shall be required to fully comply with all of the terms of this Agreement including, but not limited to the following:

a Bill of Sale with the usual warranties, selling, transferring and assigning to PopGrip all of the Fixed Assets, Intellectual Property, and Goodwill;

an Assignment of the Executory Contracts and Accounts;

any keys associated with or necessary to operate the aforementioned equipment and for use of the leasehold;

an assignment of any and all business licenses applicable to operation of the business, if assignable;

original certificates of title assigned by Seller to Purchaser with respect to all assets for which title is transferable by certificate of title, including titled vehicles; and

certified resolutions of Seller's Board of Directors and Shareholders authorizing the execution, delivery and performance of this Agreement.

Further Assurances; Post-Closing Obligations. From and after the Closing, the parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Sale Assets to Purchaser on the terms herein contained and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.

Delivery and Condition of the Sale Assets

Immediately upon completion of the Closing, Seller shall fully and completely turn over to Purchaser the possession, custody and control of the Sale Assets; and (b) Purchaser agrees that it is purchasing and shall take possession of the Sale Assets in **AS IS, WHERE IS** condition and acknowledges that it has previously been given the opportunity to and has conducted such investigations and inspections of the Sale Assets as Purchaser has deemed necessary or appropriate for the purposes of this Agreement. Except as expressly provided for herein, Purchaser acknowledges and agrees that Seller has not made, and hereby does not make or intend to make, any express or implied representations, statements, warranties, or conditions of any kind or nature whatsoever concerning the Sale Assets.

Attorneys' Fees. The parties hereto agree that should any litigation result which is related to this Agreement, the party prevailing in such litigation shall be entitled to reasonable attorneys' fees incurred as a result thereof.

Brokerage. Each party represents and warrants that there are no claims for brokerage commission or finder's fees in connection with this sale resulting from any action taken by it. Each of the parties agrees to indemnify and hold harmless the other in respect to any and all losses sustained by the other as a result of liability to any broker or finder on the basis of any arrangement or agreement made by or on behalf of such party.

Authorized Signatures. The Parties hereto and the individuals executing this document on their behalf, covenant that the signatories to this Agreement are duly authorized and empowered to so execute and bind their respective entity.


Casualty. If prior to closing the fixtures and equipment are destroyed or materially damaged by fire or other casualty, the Agreement, at the option of Purchasers, shall be deemed null and void.


The parties hereby agree to be bound and to comply with all of the foregoing terms and conditions.


DATED:


October 5, 2010

PURCHASER:
PopGrip LLC



Colleen M. Bernard


Tim Kennefick


Mary Ficht


Brian Kennefick

SELLER:
Brown's Chicken & Pasta, Inc.



Representative for Brown's Chicken
& Pasta, Inc.

#9812753_v2

B6B (Official Form 6B) (12/07) - Cont.

In re Brown's Chicken & Pasta, Inc.

Case No. 09-49094

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.		misc. trademarks: Chicken Designs 1014269, 1027585, 1027460 "Brown's" 1027461, 1060138, 1066903, 1377729 "Hearty Basket" 1322383 "Lotsa Pasta" & design 1741531 "Chicken & Choice" 2060323 "It tastes better" 2389063, 2384554	-	Unknown
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2005 Ford Econoline 2-D Cargo Van VIN 1FTRE14W66HB11769 IL 37313H-B Location: 489 W. Fullerton Ave., Elmhurst IL	-	7,000.00
		2005 Ford Econoline 2-D Cargo Van VIN 1FTRE14W85HB43042 IL 37028H-B Location: 489 W. Fullerton Ave., Elmhurst IL	-	7,000.00
		2006 Chevy G3500 Express Carry All VIN 1GBJG31U761206572 Location: 489 W. Fullerton Ave., Elmhurst IL	-	14,000.00
		2006 Honda Odyssey (Silver) VIN 5FNRL38666B426567 IL C320491 Location: Unknown - in possession of Bud Kennefick	-	18,000.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.		See attached Exhibit A for itemization and locations.	-	196,137.84
30. Inventory.	X			
31. Animals.	X			
			Sub-Total >	242,137.84
			(Total of this page)	

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property