

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
POPGRIP, LLC		10/22/2010	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	BROWN'S CHICKEN, 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:	1014269	
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

CORRESPONDENCE DATA

Fax Number: (312)276-4433

900183599

**TRADEMARK
 REEL: 004471 FRAME: 0120**

CH \$290.00 1014269

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

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: 14

source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page1.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page2.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page3.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page4.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page5.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page6.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page7.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page8.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page9.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page10.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page11.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page12.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page13.tif
source=99117 PopGrip LLC to Brown's Chicken LLC #2_1#page14.tif

(Popgrip to Brown's, all assets)

ASSIGNMENT AGREEMENT
POPGRIP, LLC TO BROWN'S CHICKEN, LLC

COPY

Recitals

- A. On October 22, 2010, POPGRIP, LLC, an Illinois limited liability company ("POPGRIP" or "Assignor") purchased in a Section 363 Bankruptcy sale ("Bankruptcy Sale"), certain assets ("Purchased Assets") of Brown's Chicken & Pasta, Inc., an Illinois corporation ("BCP").
- B. On October 22, 2010, BROWN'S CHICKEN, LLC ("Assignee"), was formed as an Illinois limited liability company.
- C. From 1964 until October 22, 2010, BCP had been in business operating and franchising stores ("BROWN's Stores") that specialize in the preparation of and sale at retail of cooked chicken and other food products for on-premises or off-premises consumption.
- D. BROWN's Stores operate under the name "Brown's Chicken & Pasta" and use other trademarks, service marks, logos, taglines, trade dress, commercial symbols, and designs identifying the "Brown's" brand ("Marks"). BCP owned the Marks utilized by Brown's Store.
- E. BCP, over a period of time and as a result of the expenditure of substantial time, skill, effort and money, developed, refined, and utilized business formats, systems, methods, specifications, standards, operating procedures, advertising and marketing programs, relating to the establishment, development and operation of BROWN's Stores, all of which constituted BCP's "Intellectual Property." BCP's Intellectual Property is memorialized in part in BCP's Operating Manual ("Manual"). The Intellectual Property is not limited to the contents of the Manual, but encompasses all of BCP's know-how used in BCP's business prior to October 22, 2010.
- F. BCP was an Illinois-based Franchisor that had franchised as well as company-owned Brown's Chicken & Pasta Stores in the States of Illinois and Indiana.
- G. Included in the Purchased Assets acquired by Assignor from BCP in the Bankruptcy Sale were BCP's Marks, BCP's Intellectual Property, BCP's Franchise Agreements with its Franchisees, BCP's company-owned BROWN's Stores, and other tangible and intangible assets, all as set forth in Exhibit "A" to this Agreement.
- H. Assignee has been organized for the purpose of assuming, as Franchisor, BCP's Franchise Agreement, as well as offering franchises for BROWN's Stores, using the Marks and Intellectual Property.
- I. Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of the Purchased Assets Assignor acquired from BCP in the Bankruptcy Sale.

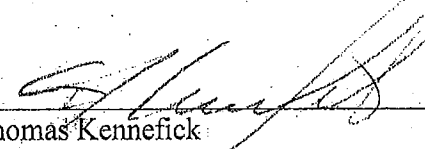
C:\DOC\C716\3302\Contracts\AssignmentK Popgrip.004.doc

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor, POPGRIP, LLC hereby assigns to Brown's Chicken, LLC ("Assignee"), all right, title and interest Assignor acquired from BCP in the Bankruptcy Sale in and to the Purchased Assets listed on Exhibit "A."
2. Assignee, Brown's Chicken, LLC, hereby assumes and accepts the assignment of all right, title and interest in and to the Purchased Assets listed on Exhibit A," and agrees to perform and keep all promises, covenants, conditions and agreements to which Assignor had been liable under any agreements that are included in the Purchased Assets, as listed on Exhibit "A."
3. Assignor assigns, and Assignee accepts, all of the Purchased Assets "as is" and "where is." This assignment is without any warranties or representations whatsoever.

Executed this 22nd day of October, 2010.

ASSIGNOR:
POPGRIP, LLC
An Illinois limited liability company
By all its members:



Thomas Kennefick

Timothy Kennefick

Kevin Kennefick

Colleen Bernard

Mary Ficht

Brian Kennefick

ASSIGNEE:
Brown's Chicken, LLC
An Illinois limited liability company

By: _____
Brian Bernard, Manager

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor, POPGRIP, LLC hereby assigns to Brown's Chicken, LLC ("Assignee"), all right, title and interest Assignor acquired from BCP in the Bankruptcy Sale in and to the Purchased Assets listed on Exhibit "A."
2. Assignee, Brown's Chicken, LLC, hereby assumes and accepts the assignment of all right, title and interest in and to the Purchased Assets listed on Exhibit A," and agrees to perform and keep all promises, covenants, conditions and agreements to which Assignor had been liable under any agreements that are included in the Purchased Assets, as listed on Exhibit "A."
3. Assignor assigns, and Assignee accepts, all of the Purchased Assets "as is" and "where is." This assignment is without any warranties or representations whatsoever.

Executed this 22nd day of October, 2010.

ASSIGNOR:

POPGRIP, LLC

An Illinois limited liability company

By all its members:

Thomas Kennefick



Timothy Kennefick

Kevin Kennefick

Colleen Bernard

Mary Ficht

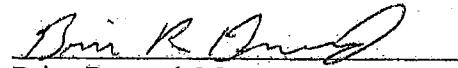
Brian Kennefick

ASSIGNEE:

Brown's Chicken, LLC

An Illinois limited liability company

By:



Brian Bernard, Manager

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor, POPGRIP, LLC hereby assigns to Brown's Chicken, LLC ("Assignee"), all right, title and interest Assignor acquired from BCP in the Bankruptcy Sale in and to the Purchased Assets listed on Exhibit "A."
2. Assignee, Brown's Chicken, LLC, hereby assumes and accepts the assignment of all right, title and interest in and to the Purchased Assets listed on Exhibit A," and agrees to perform and keep all promises, covenants, conditions and agreements to which Assignor had been liable under any agreements that are included in the Purchased Assets, as listed on Exhibit "A."
3. Assignor assigns, and Assignee accepts, all of the Purchased Assets "as is" and "where is." This assignment is without any warranties or representations whatsoever.

Executed this 22nd day of October, 2010.

ASSIGNOR:

POPGRIP, LLC

An Illinois limited liability company

By all its members:

Thomas Kennefick

Timothy Kennefick



Kevin Kennefick

Colleen Bernard

Mary Ficht

Brian Kennefick

ASSIGNEE:

Brown's Chicken, LLC

An Illinois limited liability company

By: _____

Brian Bernard, Manager

C:\DOC\C716\3302\Contracts\AssignmentK Popgrip.004.doc

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor, POPGRIP, LLC hereby assigns to Brown's Chicken, LLC ("Assignee"), all right, title and interest Assignor acquired from BCP in the Bankruptcy Sale in and to the Purchased Assets listed on Exhibit "A."
2. Assignee, Brown's Chicken, LLC, hereby assumes and accepts the assignment of all right, title and interest in and to the Purchased Assets listed on Exhibit A," and agrees to perform and keep all promises, covenants, conditions and agreements to which Assignor had been liable under any agreements that are included in the Purchased Assets, as listed on Exhibit "A."
3. Assignor assigns, and Assignee accepts, all of the Purchased Assets "as is" and "where is." This assignment is without any warranties or representations whatsoever.

Executed this 22nd day of October, 2010.

ASSIGNOR:

POPGRIP, LLC

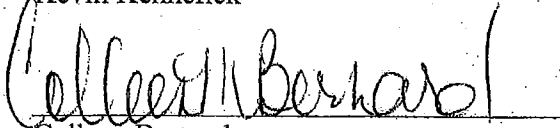
An Illinois limited liability company

By all its members:

Thomas Kennefick

Timothy Kennefick

Kevin Kennefick



Colleen Bernard

Mary Ficht

Brian Kennefick

ASSIGNEE:

Brown's Chicken, LLC

An Illinois limited liability company

By: _____

Brian Bernard, Manager

C:\DOC\C716\3302\Contracts\AssignmentK Popgrip.004.doc

TRADEMARK

REEL: 004471 FRAME: 0126

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor, POPGRIP, LLC hereby assigns to Brown's Chicken, LLC ("Assignee"), all right, title and interest Assignor acquired from BCP in the Bankruptcy Sale in and to the Purchased Assets listed on Exhibit "A."
2. Assignee, Brown's Chicken, LLC, hereby assumes and accepts the assignment of all right, title and interest in and to the Purchased Assets listed on Exhibit A," and agrees to perform and keep all promises, covenants, conditions and agreements to which Assignor had been liable under any agreements that are included in the Purchased Assets, as listed on Exhibit "A."
3. Assignor assigns, and Assignee accepts, all of the Purchased Assets "as is" and "where is." This assignment is without any warranties or representations whatsoever.

Executed this 22nd day of October, 2010.

ASSIGNOR:

POPGRIP, LLC

An Illinois limited liability company

By all its members:

Thomas Kennefick

Timothy Kennefick

Kevin Kennefick

Colleen Bernard



Mary Ficht

Brian Kennefick

ASSIGNEE:

Brown's Chicken, LLC

An Illinois limited liability company

By:

Brian Bernard, Manager

C:\DOC\C716\3302\Contracts\AssignmentK Popgrip.004.doc

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor, POPGRIP, LLC hereby assigns to Brown's Chicken, LLC ("Assignee"), all right, title and interest Assignor acquired from BCP in the Bankruptcy Sale in and to the Purchased Assets listed on Exhibit "A."
2. Assignee, Brown's Chicken, LLC, hereby assumes and accepts the assignment of all right, title and interest in and to the Purchased Assets listed on Exhibit A," and agrees to perform and keep all promises, covenants, conditions and agreements to which Assignor had been liable under any agreements that are included in the Purchased Assets, as listed on Exhibit "A."
3. Assignor assigns, and Assignee accepts, all of the Purchased Assets "as is" and "where is." This assignment is without any warranties or representations whatsoever.

Executed this 22nd day of October, 2010.

ASSIGNOR:

POPGRIP, LLC

An Illinois limited liability company

By all its members:

Thomas Kennefick

Timothy Kennefick

Kevin Kennefick

Colleen Bernard

Mary Ficht



Brian Kennefick

ASSIGNEE:

Brown's Chicken, LLC

An Illinois limited liability company

By: _____

Brian Bernard, Manager

C:\DOC\C716\3302\Contracts\AssignmentK Popgrip.004.doc

TRADEMARK




REEL: 004471 FRAME: 0128

Exhibit "A" to Assignment Agreement

See the following . pages

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>

Official Form 6B (12/07)

In re Brown's Chicken & Pasta, Inc.

Case No. 09-49094

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	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
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		First Bank Commercial Checking #xxxxxx0336	-	1,668.16
		Old Second National Bank Checking Account #xx3066	-	28,666.98
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
Sub-Total >				30,336.14
(Total of this page)				

3 continuation sheets attached to the Schedule of Personal Property

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
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		63168 treasury shares	-	Unknown
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		accounts receivable	-	273,951.73
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > 273,951.73
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

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	N O N E	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.		2006 Ford Econoline 2-D Cargo Van VIN 1FTRE14W65HB11769 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

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	NON EXEMPT	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
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > 0.00
(Total of this page)
Total > 546,424.71

(Report also on Summary of Schedules)

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

Copyright (c) 1998-2009 - Best Case Solutions - Evanston, IL - (800) 492-8037

Best Case Bankruptcy