

**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
	Bison Baseball, Inc.		02/11/2011
CORPORATION: DELAWARE			
RECEIVING PARTY DATA			
Name:	GDG Eateries, LLC		
Street Address:	9426 Stewartown Road		
Internal Address:	#2E		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20879		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1466722	FANFARE
CORRESPONDENCE DATA			
Fax Number:	(716)626-0366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7166261564		
Email:	sschultz@idealawyers.com		
Correspondent Name:	Ellen S. Simpson		
Address Line 1:	5555 Main Street		
Address Line 4:	Williamsville, NEW YORK 14221-5430		
ATTORNEY DOCKET NUMBER:	RCHS0120US		
NAME OF SUBMITTER:	Ellen S. Simpson		
Signature:	/Ellen S. Simpson/		
Date:	03/25/2011		
Total Attachments: 3			
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## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

**THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT** ("Agreement") is made as of February 11, 2011 ("Effective Date") by and between **BISON BASEBALL, INC.**, a Delaware corporation with principal offices at 1150 Niagara Street, Buffalo, New York 14213 ("Bison Baseball") and **GDG EATERIES, L.L.C.**, a Virginia limited liability company with principal offices at 9426 Stewartown Road, #2E, Gaithersburg, Maryland 20879 ("GDG Eateries").

**WHEREAS**, Bison Baseball owns the service mark **FANFARE** (the "Mark"), which was registered with the United States Patent and Trademark Office (the "USPTO") on November 24, 1987 with registration number 1,466,722 and serial number 73/638,181 (the "Registration");

**WHEREAS**, Bison Baseball is desirous of transferring to GDG Eateries all of Bison Baseball's rights, title and interest in and to the Mark and the Registration; and

**WHEREAS**, GDG Eateries is desirous of acquiring all of Bison Baseball's rights, title and interest in and to the Mark and the Registration.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Bison Baseball does hereby sell, grant, convey and assign unto GDG Eateries, its successors and assigns all rights, title and interest in and to the Mark and the Registration and all goodwill symbolized by and associated with the business conducted under the Mark, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from the use of the Mark either by itself or by licensees, as well as the right to sue for past, present, and future infringement of the Mark.
2. **Purchase Price.** Simultaneously with the execution of this Agreement, GDG Eateries shall pay to Bison Baseball Seven Thousand Five Hundred Dollars (\$7,500.00) to purchase the Mark from Bison Baseball.
3. **Recordation of Assignment.** Within five (5) days after the Effective Date, Bison Baseball shall record the assignment of the Mark and the Registration with the USPTO. GDG Eateries agrees to pay all fees and costs associated with recording the assignment of the Mark and the Registration with the USPTO. Bison Baseball agrees to execute such other documents as may be requested by GDG Eateries to give effect to the terms of this Agreement.
4. **Bison Baseball's Representations and Warranties.** Bison Baseball represents and warrants to GDG Eateries that as of the Effective Date:
  - a. Bison Baseball is a corporation duly organized and in good standing under the laws of the State of Delaware. Bison Baseball has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by Bison Baseball in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Bison Baseball is duly authorized to do so.
  - b. Any and all consents and approvals which may be required in order for Bison Baseball to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Bison Baseball are and

shall be valid, legally binding obligations of and enforceable against Bison Baseball, its successors and assigns in accordance with their terms.

- c. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Bison Baseball is subject or by which Bison Baseball is bound, or constitute a breach or default under any agreement or other obligation to which Bison Baseball is a party or otherwise bound.
  - d. To the best of Bison Baseball's knowledge, it is the owner of all right, title and interest in the Mark and the Registration. Bison Baseball represents that there is no outstanding indebtedness incurred by Bison Baseball for which a valid lien or other security interest could be filed against the Registration at the USPTO.
  - e. To the best of Bison Baseball's knowledge, there are no pending infringement actions against the Mark in the United States. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved.
  - f. To the actual knowledge of the current officers, directors and employees of Bison Baseball, there are no threatened infringement actions against the Mark in the United States and there are not any known facts which would provide the basis for such infringement action.
- 5. GDG Eateries' Representations and Warranties.** GDG Eateries represents and warrants to Bison Baseball that as of the Effective Date:
- a. GDG Eateries is a limited liability company duly organized and in good standing under the laws of the Commonwealth of Virginia. GDG Eateries has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by GDG Eateries in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of GDG Eateries is duly authorized to do so.
  - b. Any and all consents and approvals which may be required in order for GDG Eateries to enter into this Agreement or consummate the transaction hereby have been obtained. This Agreement and all documents required hereby to be executed by GDG Eateries are and shall be valid, legally binding obligations of and enforceable against GDG Eateries, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which GDG Eateries is subject or by which GDG Eateries is bound, or constitute a breach or default under any agreement or other obligation to which GDG Eateries is a party or otherwise bound.
- 6. Entire Agreement; Modifications.** This Agreement is the entire agreement of the parties regarding its subject matter and supersedes all other negotiations, commitments, and representations. Changes to this Agreement shall be effective only if in writing and signed by both parties.
- 7. Miscellaneous.** All references to gender and number shall be construed to include such other gender and number as the context may require. All captions in this Agreement are intended solely for the

convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement in multiple counterparts to be effective as of the date first set forth above.

**ATTEST/WITNESS**

By: 

Name: Gary M. Cohen

Title: Member


**GDG EATERIES, L.L.C.**

By: 

Name: Jeffrey I. Newman

Title: Member

**ATTEST/WITNESS**

By: 

Name: Erika M. Marabella

Title: Associate Corporate Counsel

**BISON BASEBALL, INC.**

By: 

Name: William E. Brieshaber, Jr.

Title: Assistant Secretary