

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
Charlie Brown's Mark Corp.		05/26/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Villa Holding, LLC		
Street Address:	25 Washington Street		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1298183	THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE	
Registration Number:	2050785	THE OFFICE BEER BAR & GRILL	
Registration Number:	2986839	JOLLY TROLLEY	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	069855.000003		
NAME OF SUBMITTER:	Timothy J. Lyden		

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Signature:	/Timothy J. Lyden/
Date:	05/26/2011
Total Attachments: 5 source=Charlie Brown Assignment#page1.tif source=Charlie Brown Assignment#page2.tif source=Charlie Brown Assignment#page3.tif source=Charlie Brown Assignment#page4.tif source=Charlie Brown Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS AGREEMENT is made and entered into as of this 26th day of May, 2011 between Charlie Brown's Mark Corp., a corporation organized and existing under the laws of Delaware and having its principal place of business at 1450 Route 22 West, Mountainside, New Jersey 07092 (the "Assignor") and Villa Holding, LLC, a limited liability company organized and existing under the laws of Delaware and having its principal place of business at New Jersey, (the "Assignee").

WHEREAS, the Assignor has adopted, has used, and is using the following trademarks and service marks:

<u>Registered Marks</u>	<u>U.S. Regis. No.</u>	<u>Registration Date</u>
THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (AND DESIGN)	1,298,183	September 25, 1984
THE OFFICE BEER BAR & GRILL (AND DESIGN)	2,050,785	April 8, 1997
JOLLY TROLLEY	2,986,839	August 23, 2005

Common Law

All trademarks and service marks used exclusively in connection with the Business, including but not limited to, "THE OFFICE", "THE OFFICE BEER BAR & GRILL", "THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE" and word marks and logos which includes the words "So Many Beers So Little Time" and "JOLLY TROLLEY BAR & GRILL" (such common law and registered marks, the "Marks"); and

WHEREAS, the Assignee desires to acquire the Marks and any and all registrations thereof, together with the associated goodwill of the Business of Assignor and its Affiliates,

and the Assignor wishes to convey and transfer to the Assignee the Marks, any registrations thereof and the associated goodwill;

WHEREAS, the Assignor, its Affiliates and the Assignee have entered into that certain Asset Purchase Agreement ("Purchase Agreement") dated as of January 19, 2011, pursuant to which, among other things, Assignor has agreed to sell the Marks to Assignee; and

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Purchase Agreement.
2. Assignment. The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Marks and any registrations thereof and applications therefor, together with the associated goodwill of the Business of Assignor and its Affiliates symbolized by the Marks, and all rights in the Marks, including the right to apply for registration and otherwise file for protection around the world on the Marks, and the right to renew any registrations on the Marks, including the right to sue for past and future infringement of the Marks, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.
3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.
4. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

5. Counterparts. This Assignment may be signed in any number of counterparts when taken together will form one binding Agreement. Facsimile and electronic signatures are acceptable and binding.

6. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

7. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the laws of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

CHARLIE BROWN'S MARK CORP.

By: 

Name: Gary L. Lembo

Title: CRO

[The Office - Assignment of Trademarks]

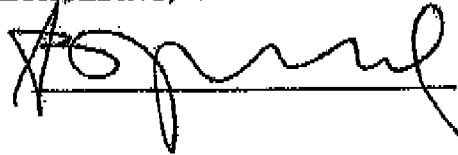
TRADEMARK
REEL: 004549 FRAME: 0418

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

~~_____
[Illegible text]~~

By: _____

VILLA HOLDING, LLC

By:  _____