

# 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.		07/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CB Restaurants, Inc.		
Street Address:	1101 W. Waterloo Road		
City:	Edmond		
State/Country:	OKLAHOMA		
Postal Code:	73025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0907691	CHARLIE BROWN'S	
Registration Number:	1273137	100 PROOF	
Registration Number:	2909887	HANDSHAKE CLUB	
Registration Number:	3342572	CURBSTYLE TO GO	
Registration Number:	3795712	CHARLIE BROWN'S STEAKHOUSE	
CORRESPONDENCE DATA			
Fax Number:	(212)735-8708		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212 735-8674		
Email:	jsaviano@morrisoncohen.com		
Correspondent Name:	Joshua D. Saviano, Esq.		
Address Line 1:	909 Third Avenue, 27th Floor		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	020767-0006(SBUDOW)		

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TRADEMARK  
REEL: 004587 FRAME: 0785

NAME OF SUBMITTER:	Joshua D. Saviano
Signature:	/s/Joshua D. Saviano
Date:	07/20/2011
<b>Total Attachments: 4</b> source=Charlie Brown's - Assignment of Trademarks and Service Marks#page1.tif source=Charlie Brown's - Assignment of Trademarks and Service Marks#page2.tif source=Charlie Brown's - Assignment of Trademarks and Service Marks#page3.tif source=Charlie Brown's - Assignment of Trademarks and Service Marks#page4.tif	

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS AGREEMENT is made and entered into as of this 1st day of July, 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 CB Restaurants, Inc., a corporation organized and existing under the laws of Delaware and having its principal place of business at 1101 W. Waterloo Road, Edmond, Oklahoma 73025 (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>
CHARLIE BROWN'S (AND DESIGN)	907,691	February 9, 1971
100 PROOF (AND DESIGN)	1,273,137	April 3, 1984
HANDSHAKE CLUB (AND DESIGN)	2,909,887	December 14, 2004
CURBSTYLE TO GO	3,342,572	November 27, 2007
CHARLIE BROWN'S STEAKHOUSE	3,795,712	June 1, 2010

### Common Law

Common law rights in all trademarks and service marks used exclusively in connection with the business, including but not limited to, "CHARLIE BROWN'S", "CHARLIE BROWN'S STEAKHOUSE", and/or "HANDSHAKE CLUB", and logos which include the words "CHARLIE BROWN'S", "CHARLIE BROWN'S STEAKHOUSE", and/or "HANDSHAKE CLUB" (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;

*[Assignment of Trademarks]*

WHEREAS, the Assignor, its Affiliates and the Assignee have entered into that certain Asset Purchase Agreement ("Purchase Agreement") dated as of April 7, 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.     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.

6. 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.

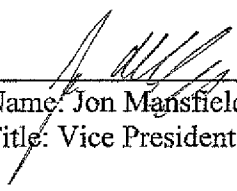
CHARLIE BROWN'S MARK CORP.

By: Edmund J. Schwartz  
Name: Edmund J. Schwartz  
Title: CFO

*[Assignment of Trademarks]*

CB RESTAURANTS, INC.

By:

  
Name: Jon Mansfield

Title: Vice President

*[Assignment of Trademarks]*