

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
Elephant & Castle Group, Inc.		02/03/2012	CORPORATION: CANADA
Elephant & Castle Inc.		02/03/2012	CORPORATION: TEXAS
Elephant & Castle Inc.		02/03/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	EC Restaurants Corp., an Alberta corporation
Street Address:	200 6011 1A Street SW
City:	Calgary
State/Country:	CANADA
Postal Code:	T2H 0G5
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85358577	ELEPHANT & CASTLE
Registration Number:	2955122	BANG ON
Registration Number:	2998293	
Serial Number:	73156608	ELEPHANT & CASTLE
Registration Number:	2651487	ALAMO STEAKHOUSE & GRILL
Registration Number:	2508427	ALAMO
Registration Number:	3105689	ECCOLO RESTAURANT BAR

CORRESPONDENCE DATA

Fax Number: (303)623-9222
 Phone: 303-628-9570
 Email: mmeyer@rothgerber.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$190.00 85358577

Correspondent Name: Mark A. Meyer, Esq.
Address Line 1: 1200 17th Street
Address Line 2: Suite 3000
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER: 28956-101

DOMESTIC REPRESENTATIVE

Name: Mark A. Meyer, Esq.
Address Line 1: 1200 17th Street
Address Line 2: Suite 3000
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Mark A. Meyer, Esq.

Signature: /Mark A. Meyer/

Date: 02/06/2012

Total Attachments: 9
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 3, 2012, is made by and between EC Restaurants Corp., an Alberta corporation formally known as Original Joe's Acquisition Corp. ("Assignee"), and Massachusetts Elephant & Castle Group, Inc., a Massachusetts corporation, Elephant and Castle of Pennsylvania, Inc., a Pennsylvania corporation, E&C Pub, Inc., a California corporation, Elephant & Castle Inc., a Washington corporation, Elephant & Castle (Chicago) Corporation, a Nevada corporation, Elephant & Castle East Huron, LLC, an Illinois limited liability company, E&C Capital, LLC, a Delaware limited liability company, Elephant & Castle Illinois Corporation, a Nevada corporation, E&C Eye Street, LLC, a Delaware limited liability company, Elephant & Castle International, Inc., a Texas corporation, Elephant & Castle Group Inc., a Canadian corporation, Elephant & Castle Canada Inc., an Ontario corporation, Elephant & Castle, Inc., a Texas corporation, and Elephant & Castle Pratt Street, LLC, a Maryland limited liability company (each an "Assignor").

WITNESSETH:

WHEREAS, Assignors are engaged in the business of (i) owning, managing, and operating the chain of Seller-owned restaurants operating under the trade name "Elephant and Castle" in the United States and Canada, (ii) franchising the right to operate Elephant and Castle restaurants in the United States and Canada, and (iii) owning, managing and operating restaurants operating under the trade name "The Exchange Pub and Restaurant" and "Rosie's on Robson" (the aforementioned Elephant and Castle, The Exchange Pub and Restaurant and Rosie's on Robson businesses are collectively referred to as the "Business");

WHEREAS, Assignors own all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, all registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said marks (collectively, the "Trademarks"); and

WHEREAS, the Assignors entered into an Asset Purchase Agreement dated November 18, 2011, with Assignee pursuant to which Assignee served as the so-called "stalking-horse" bidder to acquire the Assignors' entire right, title, and interest in and to certain assets of Sellers set forth therein (as approved by the Sale Approval Order, as hereinafter defined, the "Asset Purchase Agreement"); and

WHEREAS, on January 24, 2012, pursuant to Section 363(b) of the Bankruptcy Code, the United States Bankruptcy Judge for the District of Massachusetts entered an Order among other things, authorizing, empowering and ordering the Assignors to take any and all actions necessary or appropriate to (a) consummate the sale of the assets pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement, (b) close the sale of the assets as contemplated in the Asset Purchase and the Sale Approval Order, and (c) execute and deliver, perform under, consummate, implement, and close the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the transactions contemplated thereby, including any other ancillary documents, or as may be reasonably necessary or appropriate to the

performance of the obligations as contemplated by the Asset Purchase Agreement and such other ancillary documents.(such Order, the "Sale Approval Order").

WHEREAS, in accordance with the Sale Approval Order, Assignee is desirous of acquiring and Assignor is desirous of selling all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the Business, and confirming the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignors did and hereby do assign, sell, transfer and convey, free and clear of any liens, to Assignee, its successors and assigns, all of Assignors' right, title and interest in and to the Trademarks throughout the world, including without limitation all trademark applications and registrations therefor, all common law rights in such Trademarks, all goodwill of the Business symbolized by the Trademarks, as well as the right to sue and to collect all damages and payments for claims of past, present and future infringement or misappropriation thereof and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made. Assignors hereby authorize and request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Trademarks.

2. Assignors hereby constitute and appoint Assignee and its successors and assigns the true and lawful attorney and attorneys of Assignors, with full power of substitution, for Assignors and in its name and stead, or otherwise, by or on behalf and for the benefit of Assignee, its successors and assigns, at Assignee's sole cost and expense, to take all actions and execute all documents on behalf of Assignors necessary to effect the assignment set forth above, and from time to time to institute and prosecute in each Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Trademarks and to do any and all such acts and things in relation thereto as Assignee. Assignors hereby declare that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignors in any manner or for any reason.

3. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, each Assignor agrees for itself and its successors, representatives and assigns, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

4. This Assignment is intended only to effectuate the recordation of the transfer of the Trademarks, pursuant to the Asset Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. In the event that any of the terms of this Assignment conflict in any way with the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

5. This Assignment, and any disputes arising in connection herewith, shall be governed by, and construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

6. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNEE:

EC RESTAURANTS CORP.

By: 

Name: Derek Doke
Title: President

ASSIGNORS:

ELEPHANT & CASTLE GROUP, INC.

By: _____

Name: Gary Heller
Title: Authorized Officer

ELEPHANT & CASTLE, INC.

By: _____

Name: Gary Heller
Title: Authorized Officer

MASSACHUSETTS ELEPHANT &
CASTLE GROUP, INC.

By: _____

Name: Gary Heller
Title: Authorized Officer

ELEPHANT AND CASTLE OF
PENNSYLVANIA, INC.

By: _____

Name: Gary Heller
Title: Authorized Officer

Counterpart Signature Page
Trademark Assignment Agreement

K1J 2677064.2

TRADEMARK
REEL: 004711 FRAME: 0556

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

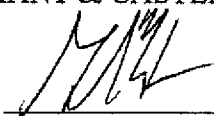
ASSIGNEE:

EC RESTAURANTS CORP.

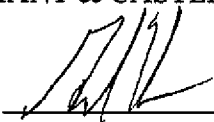
By: _____
Name: Derek Doke
Title: President

ASSIGNORS:

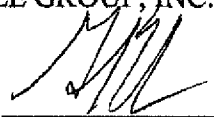
ELEPHANT & CASTLE GROUP, INC.

By: 
Name: Gary Heller
Title: Authorized Officer

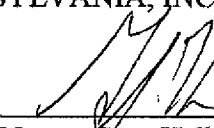
ELEPHANT & CASTLE, INC.

By: 
Name: Gary Heller
Title: Authorized Officer

MASSACHUSETTS ELEPHANT &
CASTLE GROUP, INC.


By: 
Name: Gary Heller
Title: Authorized Officer

ELEPHANT AND CASTLE OF
PENNSYLVANIA, INC.

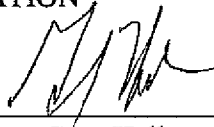
By: 
Name: Gary Heller
Title: Authorized Officer

E&C PUB, INC.

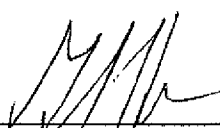
Counterpart Signature Page
Trademark Assignment Agreement

By: 
Name: Gary Heller
Title: Authorized Officer


ELEPHANT & CASTLE (CHICAGO)
CORPORATION

By: 
Name: Gary Heller
Title: Authorized Officer


ELEPHANT & CASTLE EAST HURON,
LLC

By: 
Name: Gary Heller
Title: Authorized Officer


E&C CAPITAL, LLC

By: 
Name: Gary Heller
Title: Authorized Officer

ELEPHANT & CASTLE ILLINOIS
CORPORATION

By: 
Name: Gary Heller
Title: Authorized Officer

E&C EYE STREET, LLC

By: 
Name: Gary Heller
Title: Authorized Officer

ELEPHANT & CASTLE
INTERNATIONAL, INC.

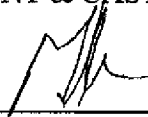
By:



Name: Gary Heller
Title: Authorized Officer

ELEPHANT & CASTLE CANADA, INC.

By:



Name: Gary Heller
Title: Authorized Officer

ELEPHANT & CASTLE, INC. (TX)

By:



Name: Gary Heller
Title: Authorized Officer

ELEPHANT & CASTLE PRATT STREET,
LLC

By:



Name: Gary Heller
Title: Authorized Officer


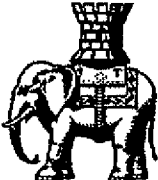
Schedule A

Trademarks

US Trademark Registrations/Applications

MARK	SERIAL NUMBER	Application/Registration Number	REGIS. DATE	OWNER INFORMATION
ELEPHANT & CASTLE	73156608	1110274 (expired)	12/26/1978	Elephant & Castle Group, Inc.
ELEPHANT & CASTLE	85358577	pending	pending	Elephant & Castle Group, Inc.
BANG ON	78418823	2955122	5/24/2005	Elephant & Castle Group, Inc.
Design of elephant with turret on its back	78469656	2998293	9/20/2005	Elephant & Castle Group, Inc.

Canadian Registered Trademarks

MARK	Owner Info.	Status	Application No.	Registration No.
THE ELEPHANT & CASTLE CANADA, INC.	The Elephant and Castle Canada, Inc.	Registered	0398407	TMA222579
	The Elephant and Castle Canada, Inc.	Registered	1228877	TMA643245
BANG ON!	The Elephant and Castle Canada, Inc.	Registered	1228871	TMA643080
	The Elephant and Castle Canada, Inc.	Registered	0452904	TMA257521

Trade Names

Elephant & Castle	The Elephant & Castle
Elephant & Castle Restaurant & Pub	Elephant & Castle Pub Restaurant
Rosie's on Robson	Elephant & Castle Pub & Restaurant
Elephant & Castle Restaurant & Pub	Elephant & Castle Pub
The Exchange Pub and Restaurant	

Owner	Country	Mark	Serial No.	Application/Registration No.	App. Reg. Date
Elephant & Castle, Inc., a Texas corporation	U.S.	Alamo Steakhouse & Grill	76276799	2651487	11/19/02
Elephant & Castle, Inc. a Texas corporation	U.S.	Alamo	75615607	2508427	11/20/2001
Elephant & Castle, Inc., a California corporation	U.S.	ECCOLO Restaurant Bar	76626505	3105689	6/20/2006