

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Brass Tap, Inc.		06/12/2012	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brass Tap Franchisor, LLC		
<b>Street Address:</b>	5510 West LaSalle St., Suite 200		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3746490	THE BRASS TAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485668531		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	248-566-8530		
<b>Email:</b>	tmdocketing@honigman.com		
<b>Correspondent Name:</b>	Honigman Miller Schwartz and Cohn, LLP		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	232296-325175		
<b>NAME OF SUBMITTER:</b>	Julie E. Kretzschmer		
<b>Signature:</b>	/Julie E. Kretzschmer/		
<b>Date:</b>	06/18/2012		

CH \$40.00 3746490

**Total Attachments: 7**

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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of June 12, 2012, by and among Jeff Martin ("Martin"), Steve Slowey ("Slowey"), Gary Bailey ("Bailey," collectively with Martin and Slowey, the "Founders" and individually each a "Founder"), The Brass Tap, Inc. a Florida corporation ("BrassCo"), The Brass Tap Franchising Co., LLC, a Florida limited liability company ("BrassFranchiseCo", together with BrassCo and the Founders, the "Assignors" and individually each an "Assignee"), and Brass Tap Franchisor, LLC, a Delaware limited liability company (the "Assignee").

The parties hereby agree as follows:

1. Assignment and Transfer; Assumption. Each of the Assignors hereby irrevocably and forever assigns, transfers, and delivers to Assignee all of such Assignor's right, title, and interest, in and to the Brass Tap Rights free and clear of all Liens. The foregoing assignment includes, without limitation, the right to collect royalties, products and proceeds in connection with the Brass Tap Rights and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. Notwithstanding anything to the contrary, the Assignee is not assuming any liabilities or obligations of any Assignor.

2. Name Changes. Immediately after the execution of this Agreement, each of BrassCo and BrassFranchiseCo will (or permit the Assignee to) file an amendment to their articles of incorporation or certificate of formation, as the case may be, that changes the name of such entity to a name that does include the word "Brass" or "Tap" and shall promptly provide the Assignee with evidence of such name change amendments. Following the execution of this Agreement, none of the Assignors may (and each of the Assignors shall ensure that each of their affiliates does not) use the name "Brass Tap" or any of the Brass Tap Rights, except pursuant to and in compliance with the terms of a franchise agreement executed by the Assignee with respect to such Brass Tap Rights.

3. Representations and Warranties. As a material inducement for the Manager and the Company to enter into the Brass Tap LLC Agreement and the other transactions contemplated in connection therewith, each of the Assignors, jointly and severally, makes the representations and warranties set forth in this Section 3 as of the date of this Agreement.

3.1. Authority; Binding Obligation. Each of the Assignors has full capacity and authority to enter into this Agreement, to carry out such Assignor's obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by each of the Assignors of this Agreement, the performance by each of the Assignors of his or its obligations hereunder, and the consummation by each of the Assignors of the transactions contemplated hereby have been duly authorized by all requisite action on the part of each such Assignor. This Agreement has been duly executed and delivered by each of the Assignors and constitutes the legal, valid and binding obligations of the Assignors enforceable against each such Assignor in accordance with its terms.

3.2. No Conflicts. Neither the execution, delivery, or performance of this Agreement, nor the consummation by any of the Assignors of the transactions contemplated hereby: (A) does or will (i) conflict with or result in any breach of any of the provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any third party the right to terminate or to accelerate any obligation under, or (v) result in the creation of any Lien upon any assets of any of the Assignors (including, without limitation, upon or with respect to the Brass Tap Rights), in each case under the provisions of any agreement, instrument, or contract or any law by which any Assignor or any of his or its assets is affected, or (B) without limiting clause (a) above, require any consent, approval, or authorization of any

governmental entity or any other person or entity, including, without limitation, under any permits, licenses, or authorizations used or necessary for the operation or ownership the Brass Tap franchise business.

3.3. Brass Tap Agreements. Each of the Assignors hereby represents and warrants to the Assignee as of the date hereof that there are no agreements or contracts (oral or written) entered into by any of the Assignors or any of their affiliates relating to the Brass Tap Rights or the franchising of any Brass Tap bars or locations other than this Agreement, the Brass Tap LLC Agreement, and certain expired franchise agreements for which the franchisees thereof have no further rights (the "Franchise Agreements"). No Assignor nor any other party thereto, is or has been in breach or default nor has any such default been asserted by any such party under any franchise or other agreements relating to the Brass Tap Rights.

3.4. Brass Tap Rights. The Assignors are assigning good and valid title to the Assignee in the Brass Tap Rights free and clear of all Liens. The Brass Tap Rights constitute all of the rights, properties, and assets that are necessary for the Company to be able to franchise Brass Tap bars and locations. Other than pursuant to the Franchise Agreements and this Agreement, no Assignor has previously assigned, leased, or licensed any of the rights, properties, or assets constituting the Brass Tap Rights. Each of the Assignors is hereby estopped from making any claim after the date hereof that is inconsistent with the representations and warranties set forth in this paragraph.

3.5. Intellectual Property Rights. The Intellectual Property Rights are (i) valid, subsisting and enforceable, (ii) currently in compliance with any and all formal legal requirements necessary to maintain the validity and enforceability thereof, (iii) not subject to any outstanding order, judgment, injunction, decree, ruling or agreement adversely affecting the use thereof or rights thereto, or that would impair the validity or enforceability therefore, and (iv) shall survive unchanged following the consummation of the transactions contemplated by this Agreement. No person or entity is infringing or misappropriating any of the Intellectual Property Rights. In the operation the Brass Tap bars and locations, there has been no infringement, misappropriation or any other violation or conflict with respect to the intellectual property rights of any other person or entity.

3.6. Full Disclosure. No representation or warranty by any of the Assignors in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

4. Indemnification. All representations, warranties, and covenants contained in this Agreement shall survive the consummation of the transactions contemplated hereunder indefinitely and shall be binding upon, and fully enforceable against each of the Assignors and each of their respective successors and assigns. Each of the Assignors shall, jointly and severally, indemnify, defend, and hold harmless the Assignee and each of its affiliates, officers, employees, agents, and representatives from and against any Losses arising from or relating to (i) any Assignor's breach of or failure to perform any representations, warranties, or covenants contained in this Agreement or any other agreement or document referred to herein or (ii) any liabilities or obligations of any of the Assignors. The Assignee may set-off any amount for which any Assignor owes the Assignee hereunder against any amounts due to any of the Assignors under the Brass Tap LLC Agreement.

5. Miscellaneous.

5.1. Definitions. For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth below.

(a) "Brass Tap LLC Agreement" means that certain Limited Liability Company Agreement, dated as of the date hereof, by and among the Founders, the Assignee, and the Manager, as the same may be amended, restated, modified, and supplemented from time to time.

(b) "Brass Tap Rights" means all properties, assets, and rights of any kind or nature, whether tangible or intangible, vested or unvested, used in, necessary for, or relating in any way to the Brass Tap bars or locations and the franchising thereof (including the Intellectual Property Rights) other than the Excluded Rights.

(c) "Excluded Rights" means all rights of the Founders under the Brass Tap LLC Agreement, under any franchise agreements entered into between Assignee and any of the Founders or their respective affiliates, and any right to equipment, inventory, permits, accounts, cash, or any lease for real property or equipment with respect to or relating to any of the Current Founder Locations (as defined in the Brass Tap LLC Agreement).

(d) "Intellectual Property Rights" means any or all of the following (and all rights associated therewith) used in, necessary for, or relating in any way to the Brass Tap bars and the franchising thereof: all patents and applications therefor; all inventions (whether patentable or not), trade secrets, proprietary information, know how, technology, technical data and customer lists, rights of privacy and publicity, and all documentation relating to any of the foregoing; all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; all mask works, mask work registrations and applications therefor; all industrial designs and any registrations and applications therefor; all trade names, logos, common law trademarks and service marks; trademark and service mark registrations and applications therefor, including but not limited to those listed on Schedule 1 attached to this Agreement and all goodwill associated therewith; and all computer software including all source code, object code and all documentation related to any of the foregoing.

(e) "Liens" means charge, claim, community or other marital property interest, condition, equitable interest, lien (whether voluntary, involuntary, statutory, or other), option, pledge, hypothecation, preference, priority, security interest, mortgage, right-of-way, easement, encroachment, servitude, conditional sale or other title retention arrangement, security or other deposits, right of first option, right of first refusal, or restriction of any kind, including, without limitation, any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

(f) "Losses" means any loss, liability, obligation, demand, claim, action, cause of action, damage, deficiency, tax, judgment, award, assessment, diminution in value, penalty, fine, cost or expense of whatever kind, in each case, whether or not arising out of third party claims (including interest, penalties, and reasonable professional fees).

(g) "Manager" means Beefs Brass Tap, LLC, a Delaware limited liability company.

5.2. Interpretation. For purposes of this Agreement, the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party as having been drafted by it will not apply to any construction or interpretation of this Agreement.

5.3. Entire Agreement. This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

5.4. Governing Law and Forum. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE (WITHOUT REGARD TO THE CHOICE OF LAW OR CONFLICTS OF LAW PROVISIONS THEREOF) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

5.5. Waiver of Trial by Jury. THE PARTIES HERETO ACKNOWLEDGE AND AGREE TO IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH REGARD TO ANY DISPUTE. UNDERSTANDING THAT THEY ARE WAIVING A CONSTITUTIONAL RIGHT, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FOREGOES THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO (A) THIS AGREEMENT, INCLUDING ANY PRESENT OR FUTURE AMENDMENT THEREOF, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY OR RELATED TO THIS AGREEMENT, OR (B) ANY CONDUCT, ACT OR OMISSION OF THE PARTIES OR THEIR AFFILIATES (OR ANY OF THEM) WITH RESPECT TO THIS AGREEMENT, INCLUDING ANY PRESENT OR FUTURE AMENDMENT THEREOF, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

5.6. Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the other provisions of this Agreement, which shall remain valid, operative, and enforceable. Upon any such determination that any term or other provision is illegal, invalid, or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

5.7. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed, or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No failure to exercise or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

5.8. Assignment. No Assignor may assign any of his or its rights under this Agreement without the prior written consent of Assignee which may be withheld in Assignee's sole discretion. Any attempted assignment in violation of the foregoing provision will be null and void.

5.9. Further Assurances. Each of the Assignors covenants that such party will do, execute and deliver, and will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for better assuring, conveying and confirming unto the Assignee the Brass Tap Rights as the Assignee shall reasonably require.

5.10. Specific Performance. Each of the Assignors acknowledges and agrees that the Assignee would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, each of the Assignors agrees that the Assignee shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof, in addition to any other remedy to which it may be entitled, at law or in equity.


5.11. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, or an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

(Signature page follows)


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

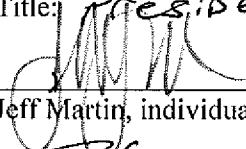
**ASSIGNORS:**

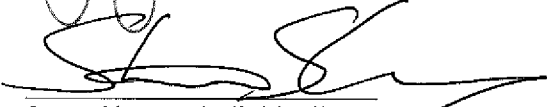
The Brass Tap, Inc.

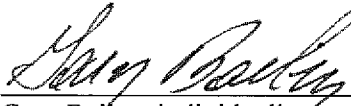
By:   
Name: Steve Slowey  
Title: President

The Brass Tap Franchising Co., LLC

By:   
Name: Steve Slowey  
Title: President

  
Jeff Martin, individually

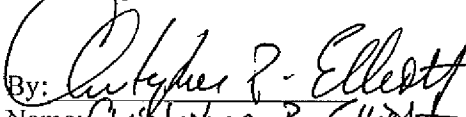
  
Steve Slowey, individually

  
Gary Bailey, individually

**ASSIGNEE:**

Brass Tap Franchisor, LLC

By: Beefs Brass Tap, LLC  
Its: Manager

By:   
Name: Christopher P. Elliott  
Title: CEO



Schedule A

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Services</b>
THE BRASS TAP & DESIGN	3746490	February 9, 2010	Bar and restaurant services; brewpub services