

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Local Favorite, Inc.		11/29/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	SRG Franchise Corp.
Street Address:	18500 Von Karman Avenue
Internal Address:	Suite 380
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1802447	NATIONAL SPORTS GRILL
Registration Number:	1828680	NATIONAL SPORTS GRILL

CORRESPONDENCE DATA	
Fax Number:	(650)324-1808
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6503304193
Email:	trademarks@tzllp.com
Correspondent Name:	Kelly Phair McCarthy
Address Line 1:	200 Page Mill Road
Address Line 2:	2nd Floor
Address Line 4:	Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	SPE03 CRABBY BOB TM
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NAME OF SUBMITTER:	Tomlinson Zisko LLP
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Total Attachments: 3  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 29 day of November, 2004, by and between **Local Favorite Inc.** ("**Local Favorite**") a corporation organized and existing under the laws of the State of California, having its mailing address at 18500 Von Karman Avenue, Suite 380, Irvine, CA 92612 and **SRG Franchise Corp.** ("**SRG**") a corporation organized and existing under the laws of the State of California, having its mailing address at 18500 Von Karman Avenue, Suite 380, Irvine, CA 92612.

### WITNESSETH

WHEREAS, Local Favorite is the registrant of certain trademark registrations; and

WHEREAS, Local Favorite wishes to transfer and assign to SRG all right, title, interest and goodwill in and pertaining to the specific trademarks presently owned by Local Favorite.

### AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. **Transfer of Assigned Marks.** Local Favorite, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to SRG all of Local Favorite's existing right, title and interest in and to the trademarks identified in Exhibit A ("Assigned Marks") attached hereto, together with all of the goodwill associated therewith. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that Local Favorite has in the Assigned Marks to SRG.

2. **Trademark Ownership; Prosecution of Infringements; Cooperation.** Local Favorite acknowledges that SRG is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Assigned Marks as each of those marks are currently used in connection with the services described in the trademark registrations. Each party shall reasonably cooperate with the other party, at the other party's expense as is reasonably necessary, in any investigation, action or

proceeding against a trademark infringement, opposition, cancellation or other action involving the Assigned Marks.

3. **License.** The parties agree to execute such documents as are appropriate for and incidental to the grant by SRG of a limited license to Local Favorite to use the Assigned Marks.

4. **Entirety of Agreement.** This Agreement and the documents to be executed pursuant thereto, together constitute the complete statement of all the arrangements among the parties with respect to their subject matter, and may not be amended, altered, modified or otherwise changed in any respect except in a writing signed by all parties. The parties acknowledge that they are acting on behalf of, and that this Agreement shall bind and benefit, the parties and their respective successors, assigns, parents, subsidiaries, affiliates and licensees throughout the world.

5. **Governing Law.** This Agreement will be governed by and construed in accordance with the internal substantive law of the State of California, United States of America, without reference to conflicts of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ASSIGNOR:  
LOCAL FAVORITE, INC.  
18500 Von Karman Ave., Suite 380  
Irvine, CA 92612

ASSIGNEE:  
SRG FRANCHISE CORP.  
18500 Von Karman Ave., Suite 380  
Irvine, CA 92612

By: Amr S. Salimay  
Its: CHAIRMAN & CEO

By: Amr S. Salimay  
Its: CHAIRMAN & CEO

EXHIBIT A

1. NATIONAL SPORTS GRILL

Word Mark	NATIONAL SPORTS GRILL
Goods and Services	IC 042. US 100 101. G & S: restaurant services. FIRST USE: 1/31/93. FIRST USE IN COMMERCE: 1/31/93
Owner	Local Favorite, Inc. 18500 Von Karman Avenue Suite 380, Irvine, CA 92612
Attorney of Record	Kelly Phair McCarthy
Serial Number	74/362655
Filing Date	March 1, 1993
Published for Opposition	August 10, 1993
Registration Number	1802447
Registration Date	November, 2, 1993
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SPORTS GRILL" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL



2.

Design Mark	NATIONAL SPORTS GRILL
Goods and Services	IC 042. US 100 101. G & S: restaurant services. FIRST USE: 1/31/93. FIRST USE IN COMMERCE: 1/31/93
Mark Drawing	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Local Favorite	Local Favorite, Inc. 18500 Von Karman Avenue Suite 380, Irvine, CA 92612
Attorney of Record	Kelly Phair McCarthy
Serial Number	74/393599
Filing Date	May 24, 2993
Published for Opposition	January 1, 1994
Registration Number	1828680
Registration Date	March 29, 1994
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SPORTS GRILL" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL

TRADEMARK