

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT														
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party (Assignor) and Receiving Party (Assignee) previously recorded on Reel 004076 Frame 0975. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill.														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Name</th> <th style="width:35%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Schwartz Brothers Restaurants</td> <td>FORMERLY Composed of JHS Enterprises, Inc., a Washington corporation, and WAS, Inc., a Washington corporation</td> <td align="center">07/24/2003</td> <td>PARTNERSHIP: WASHINGTON</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Schwartz Brothers Restaurants	FORMERLY Composed of JHS Enterprises, Inc., a Washington corporation, and WAS, Inc., a Washington corporation	07/24/2003	PARTNERSHIP: WASHINGTON						
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Schwartz Brothers Restaurants	FORMERLY Composed of JHS Enterprises, Inc., a Washington corporation, and WAS, Inc., a Washington corporation	07/24/2003	PARTNERSHIP: WASHINGTON												
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Schwartz Brothers Restaurants</td> </tr> <tr> <td>Composed Of:</td> <td>COMPOSED OF SBR Holdings LLC, a Washington limited liability company, and WAS, Inc., a Washington corporation</td> </tr> <tr> <td>Street Address:</td> <td>325 118th Ave. SE #106</td> </tr> <tr> <td>City:</td> <td>Bellevue</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98005</td> </tr> <tr> <td>Entity Type:</td> <td>PARTNERSHIP: WASHINGTON</td> </tr> </table>		Name:	Schwartz Brothers Restaurants	Composed Of:	COMPOSED OF SBR Holdings LLC, a Washington limited liability company, and WAS, Inc., a Washington corporation	Street Address:	325 118th Ave. SE #106	City:	Bellevue	State/Country:	WASHINGTON	Postal Code:	98005	Entity Type:	PARTNERSHIP: WASHINGTON
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Street Address:	325 118th Ave. SE #106														
City:	Bellevue														
State/Country:	WASHINGTON														
Postal Code:	98005														
Entity Type:	PARTNERSHIP: WASHINGTON														
PROPERTY NUMBERS Total: 1															
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CORRESPONDENCE DATA															
<p>Fax Number: (425)451-3573 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 425-460-4574 Email: kromstad@schwartzbros.com Correspondent Name: Kathy Romstad Address Line 1: 325 118th Ave. SE #106 Address Line 4: Bellevue, WASHINGTON 98005</p>															
NAME OF SUBMITTER:	Kathy Romstad														

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Signature:	/kathyromstad/
Date:	11/03/2009
Total Attachments: 11 source=3525_0001#page1.tif source=3525_0001#page2.tif source=3525_0001#page3.tif source=3525_0001#page4.tif source=3356_0001#page1.tif source=3356_0001#page2.tif source=3356_0001#page3.tif source=3356_0001#page4.tif source=3356_0001#page5.tif source=3356_0001#page6.tif source=3356_0001#page7.tif	

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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10/12/2009
900145125

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JHS Enterprises, Inc.		07/24/2003	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	SBR Holdings LLC
Street Address:	325 118th Ave. SE #106
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98005
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2298150	DANIEL'S BROILER

CORRESPONDENCE DATA

Fax Number: (425)451-3573
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4254604574
Email: kromstad@schwartzbros.com
Correspondent Name: Kathy Romstad
Address Line 1: 325 118th Ave. SE #106
Address Line 4: Bellevue, WASHINGTON 98005

NAME OF SUBMITTER:	Kathy Romstad
Signature:	/kathyromstad/
Date:	10/12/2009

Total Attachments: 7
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OP \$40.00 2298150

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into effective as of July 24, 2003 by and between JHS Enterprises, Inc., a Washington corporation ("Seller") and SBR Holdings LLC, a Washington limited liability company ("Purchaser").

RECITALS

A. WAS, Inc., a Washington corporation ("WAS") and Seller are partners in Schwartz Brothers Restaurants Partnership, a Washington general partnership ("Schwartz Brothers") as evidenced by the Schwartz Brothers Restaurants Partnership Agreement dated as of August 1, 1986 as amended (the "Schwartz Brothers Partnership Agreement").

B. WAS and Seller are partners in The Butcher Restaurant, a Washington general partnership ("Butcher") as evidenced by The Butcher Restaurant Partnership Agreement dated as of October 1, 1973 as amended (the "Butcher Partnership Agreement").

C. Seller owns a 50% interest in Schwartz Brothers and a 25% interest in the Butcher (the "Partnership Interests").

D. WAS and Purchaser are solely owned by William A. Schwartz.

E. The Schwartz Brothers Partnership Agreement and the Butcher Partnership Agreement contain provisions that govern the transfer of the Partnership Interests.

F. WAS and Seller desire to modify the terms of the provisions in the Schwartz Brothers Partnership Agreement and the Butcher Partnership Agreement that govern the transfer of the Partnership Interests in connection with the Purchaser's purchase of the Partnership Interests from Seller.

AGREEMENT

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Purchase and Sale of Partnership Interests

1.1 Modification of Transfer Provisions in Partnership Agreements

WAS and Seller agree to modify the terms of the transfer provisions contained in the Schwartz Brothers Partnership Agreement and the Butcher Partnership Agreement as set forth in this Agreement. WAS and Seller agree that the terms of the transfer of Seller's Partnership Interests to Purchaser as set forth in this Agreement shall be binding on both parties and supersede and replace the terms of the Schwartz Brothers Partnership Agreement and the Butcher Partnership Agreement with respect to the terms of the transfer of Seller's Partnership Interests to Purchaser.

1.2 Transfer of Partnership Interests

Seller agrees to transfer the Partnership Interests to Purchaser in consideration for the consideration set forth in Section 2 of this Agreement.

1.3 Form of Conveyance

Seller shall execute Assignments of Interests in substantially the form set forth on *Exhibit A* attached hereto and incorporated herein by this reference.

2. Purchase Price, Payment, Security and Allocations

2.1 Purchase Price and Payment

The purchase price for the Units shall be \$3,000,000. Concurrent with the execution of this Agreement, Purchaser has delivered to Seller \$2,000,000 in cash via check or wire transfer and \$1,000,000 in the form of a promissory note attached as *Exhibit B* attached hereto and incorporated herein by this reference, receipt of which is hereby acknowledged by Seller.

2.2 Pledge

Payment of principal and interest under the promissory note shall be secured by a pledge of the Partnership Interests pursuant to a Pledge Agreement in the form attached hereto and incorporated herein as *Exhibit C*.

2.3 Guarantee

Payment of principal and interest under the promissory note shall be secured by a guarantee of William A. Schwartz pursuant to a Guarantee Agreement in the form attached hereto and incorporated herein as *Exhibit D*.

2.4 Allocation of Purchase Price

The parties agree that the value of inventory and Internal Revenue Code Section 1245 property is not greater than the tax basis of those assets. The purchase price will be allocated to the inventory and Internal Revenue Code Section 1245 property to the extent of its tax basis. Any remaining purchase price will be allocated to Internal Revenue Code Section 197 assets.

3. Liabilities and Indemnification

3.1 Assumption of Liabilities

Purchaser shall assume only those liabilities associated with the Partnership Interests. Any other liabilities of the Seller shall remain the sole responsibility of Seller.

3.2 Indemnification

Purchaser shall be irrevocably obligated to discharge fully any such liability of the Seller with respect to Schwartz Brothers and the Butcher. Purchaser shall indemnify and hold harmless the Seller from any such obligation; and, in the event the Seller must make any payment with respect to any such obligation, Purchaser shall reimburse Seller promptly after demand for any such payment and all related costs and expenses, including any attorneys' fees, and for all costs, expenses and attorneys' fees incurred in connection with the enforcement of this obligation.

4. Representations and Warranties of Seller

Seller makes the following representations and warranties to Purchaser as of the date hereof. Each of the following representations and warranties shall be continuing and shall survive the execution and delivery of this Agreement.

4.1 Ownership of Assets

Seller has and shall transfer to Purchaser good and marketable title to the Partnership Interests.

4.2 Absence of Litigation

To the best of Seller's knowledge, there are no suits, actions, arbitrations, legal, administrative or other proceedings of any kind pending against with respect to the Partnership Interests.

4.3 Organization, Good Standing, Authority

Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Washington. Seller has all full power and authority to execute and deliver this Agreement and perform its obligations hereunder. The execution and deliver by Seller of this Agreement, the performance by Seller of its obligations hereunder and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary action.

5. Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Seller as of the date hereof. Each of the following representations and warranties shall be continuing and shall survive the execution and delivery of this Agreement.

5.1 Organization and Good Standing

Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Washington.

5.2 Authority

Purchaser has full power and authority to execute and deliver this Agreement and perform its obligations hereunder. The execution and deliver by Purchaser of this Agreement, the performance by Purchaser of its obligations hereunder and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all necessary action.

6. Allocation of Profits and Loss for Income Tax Purposes

For purposes of allocating items of profit and loss pursuant to the terms of the Schwartz Brothers Partnership Agreement and the Butcher Partnership Agreement, the transfer of the Partnership Interests shall be deemed to occurred on January 11, 2003. For all other purposes, the transfer of the Partnership assets shall be deemed to have occurred on the date first written above.

7. Mediation

Any controversy, dispute or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract or statute, shall be resolved, at the request of any party to this Agreement, by mediation. The mediation will be an informal, nonbinding conference or conferences between the parties in which a retired judge or justice or other person mutually agreeable to the parties will seek to guide the parties to a negotiated resolution of the controversy, dispute or claim. If such controversy, dispute or claim cannot be resolved through the intervention of a mediator, then such controversy, dispute or claim shall be resolved, at the request of any party to this Agreement, by arbitration in accordance with Section 8.

8. Arbitration

Any controversies or claims arising out of or relating to this Agreement shall be fully and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "AAA Rules"), conducted by one arbitrator either mutually agreed upon by the parties or chosen in accordance with the AAA Rules, except that the parties thereto shall have any right to discovery as would be permitted by the Federal Rules of Civil Procedure for a period of 90 days following the commencement of such arbitration and the arbitrator thereof shall resolve any dispute that arises in connection with such discovery.

9. Miscellaneous

9.1 Entire Agreement

This Agreement and exhibits attached hereto contain the entire agreement of the parties with respect to the transactions contemplated in this Agreement, and no amendment or modification may be made to this Agreement unless in writing and signed by each of the parties.

9.2 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9.3 Attorneys' Fees

In the event it is necessary for Seller or Purchaser to enforce any of the provisions of this Agreement, the prevailing party in such action, in addition to the relief granted, shall be entitled to recover reasonable attorneys' fees and costs.

9.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

9.5 Assignment; Binding Effect

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The rights and obligations of this Agreement are not assignable by either party without the express written consent of the other party.

9.6 Further Assurances

Seller and Purchaser shall execute, acknowledge and deliver to the other any further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

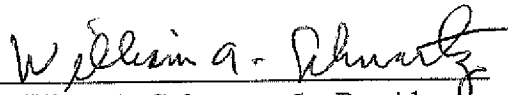
9.7 Notices

Notices hereunder shall have been duly given when personally delivered, when confirmed by the recipient if sent by facsimile, one day after being sent by overnight courier or three days after mailing by certified or registered mail, return receipt requested, postage prepaid, to the recipient at the address specified on the signature page hereof or such other address of which the recipient shall have notified the other parties hereto in writing.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

SELLER:

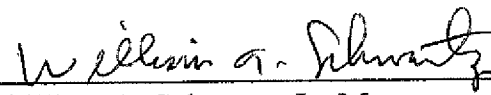
JHS Enterprises, Inc.


By: William A. Schwartz, Its President

325 118th Avenue SE, Suite 106
Bellevue, WA 98005-3539

PURCHASER:

SBR Holdings LLC


By: William A. Schwartz, Its Manager

325 118th Avenue SE, Suite 106
Bellevue, WA 98005-3539