

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chick LLC		02/15/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Enterprise Bank		
Street Address:	4091 Mt. Royal Boulevard		
City:	Allison Park		
State/Country:	PENNSYLVANIA		
Postal Code:	15101		
Entity Type:	banking institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3519943	CHICKDOWNTOWN.COM	
CORRESPONDENCE DATA			
Fax Number:	(267)940-3000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610-660-7753		
Email:	susiep@rudolerlaw.com		
Correspondent Name:	Kenneth R. DeRosa		
Address Line 1:	Rudoler & DeRosa LLC		
Address Line 2:	2 Bala Plaza, Suite 300		
Address Line 4:	Bala Cynwyd, PENNSYLVANIA 19004		
ATTORNEY DOCKET NUMBER:	BLUME		
NAME OF SUBMITTER:	Kenneth R. DeRosa		
Signature:	/kenneth r. derosa/		

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Date:

09/10/2010

Total Attachments: 8

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**TRANSFER STATEMENT PURSUANT TO SECTION 9-619 OF THE UNIFORM
COMMERCIAL CODE**

This Transfer Statement is dated as of February 15, 2010, and is executed by Enterprise Bank ("Secured Party") pursuant to and in accordance with Section 9-619 of the Uniform Commercial Code ("UCC") as in effect in the Commonwealth of Pennsylvania.

Background

The Secured Party is a party to that certain Commercial Security Agreement (the "Agreement"), dated June 19, 2008, by and between Secured Party and Chick, LLC, a Pennsylvania limited liability company ("Debtor"), pursuant to which Debtor granted a security interest to Secured Party in the Collateral defined below (the "Collateral").

For purposes hereof, "Collateral" means all of the assets and property described on Exhibit A attached hereto.

THEREFORE:

1. Debtor's Default. Debtor is in default of its obligations under the Loan Agreement which obligations are secured by the Collateral.
2. Exercise by Secured Party of Post-Default Remedies. Secured Party exercised its post-default remedies in respect of the Collateral.
3. Rights in the Collateral. By reason of such exercise, the transferee named in Section 4(c) below ("Transferee") has acquired, for value, the rights of the Debtor in the Collateral.
4. Name and Mailing Address of Secured Party and Transferee.

- a. The mailing address of Secured Party is as follows:

Enterprise Bank
4091 Mt. Royal Boulevard
Allison Park, PA 15101
Attn: Mark R. Hanson, (412) 487-6048

- b. The mailing address of the Debtor is as follows:

23RD FLOOR CLARK BUILDING
LIBERTY AVE
PITTSBURGH, PA 15222

c. The name and mailing address of the Transferee is as follows:

Hourglass Trading, Inc. or its designee or assignee
292 Montgomery Avenue
Bala Cynwyd, Pennsylvania 19004
Attn: Steve Tutelman, (610) 664-1715

[Signature Page Follows]

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EXHIBIT A

COLLATERAL

All tangible and intangible personal property specifically excluding cash, accounts receivable and contract rights of the Company in accordance with Paragraph B(2) of the Order of Court authorizing sale of the Purchased Assets in the matter of Enterprise Bank v. Chick, LLC d/b/a Chickdowntown filed in the Court of Common Pleas of Allegheny County, Pennsylvania at Case No. GD-09-23241.

BILL OF SALE

Enterprise Bank ("Seller"), a banking institution authorized to do business in the Commonwealth of Pennsylvania with a principal place of business located at 4091 Mt. Royal Boulevard, Allison Park, PA 15101, in accordance with 13 Pa. Cons. Stat. Ann. §§9610 & 9617, for and in consideration of a payment in the amount of Five Hundred Seventy Five Thousand Dollars (\$575,000), the receipt of which is hereby acknowledged, does for itself, its successors and assigns, hereby grant, bargain, sell and transfer to Hourglass Trading, Inc. or its designee or assignee ("Buyer"), a Pennsylvania corporation with an address of 292 Montgomery Avenue, Bala Cynwyd, Pennsylvania 19004, the right, title and interest in those certain business assets of Chick, LLC (the "Company"), more particularly identified on Exhibit "A" hereto (collectively, the "Purchased Assets"), now or most recently located at the offices of the Company in Pittsburgh, Pennsylvania 15222 (the "Property"). Seller covenants to Buyer that, at the time of this sale, it possesses a first lien against the Purchased Assets being sold as a result of its first position, perfected security interest therein and that it has obtained constructive, peaceful possession thereof in accordance with 13 Pa. Cons. Stat. Ann. §9609(a)-(c) and that it is passing title to Buyer under 13 Pa. Cons. Stat. Ann. §§9610 & 9617. The Purchased Assets is being sold by Seller to Buyer to have and to hold the same unto said Buyer, its successors and assigns, to its own use forever. It is the intention of the parties to transfer title to all such identified items now within Seller's possession and/or located upon the Property.

Seller covenants and warrants that, in accordance with 13 Pa. Cons. Stat. Ann. §9610(a)-(d) & §9617(a), it is passing title to the goods sold under this Bill of Sale free and clear of its first lien position security interest in the same, which will be discharged as a result of this sale and subject to the provisions hereof, and free and clear of all subordinate security interests and liens in

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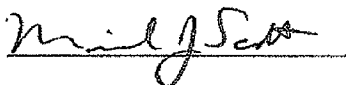
the goods sold under this Bill of Sale. Seller further represents, warrants and covenants to Buyer that neither Seller nor its employees have sold any of Company's intellectual property and mailing/customer/e-mail lists to any person. Except as to the specific representations, warranties and covenants contained herein, Seller neither covenants nor agrees to covenant with Buyer to warrant or defend the sale of said Purchased Assets unto Buyer, its successors or assigns.

Buyer acknowledges that it was given the opportunity to inspect the Purchased Assets. Buyer is not purchasing the Purchased Assets as a result of any representation either oral or written, made by the Seller or any agent of Seller. Except with respect to the specific representations, covenants or warranties contained in this Bill of Sale, Buyer acknowledges that it has not relied upon any representation, warranty or statement made by Seller or any agent or representative of Seller as to the quantities or quality corresponding to any list or description of Purchased Assets forwarded to Buyer or received from Buyer which was offered or received strictly for informational purposes or as to the physical condition of the Purchased Assets. **Except with respect to the specific representations, covenants or warranties contained in this Bill of Sale, Seller makes no other warranty, express or implied, as to the quantity, quality and merchantability, condition, useability or fitness for a particular purpose of any of the Purchased Assets, all of which is being sold in its AS IS -- WHERE IS condition, with all faults.**

This Bill of Sale shall be contingent upon the payment of the consideration described above by or before 11:00 a.m. EST on Tuesday, February 16, 2010. This Bill of Sale shall be effective as to the transfer of all Purchased Assets.

IN WITNESS WHEREOF, this Bill of Sale is executed this 15th day of February, 2010.

Witness/Attest:



ENTERPRISE BANK


By:


Bank Officer, Title PRESIDENT

IN WITNESS WHEREOF, Secured Party has executed this Transfer Statement as of the date first written above.

Sincerely yours,

ENTERPRISE BANK

By: 
Name: CHARLES H. LEYH
Title: PRESIDENT

Signature Page to Transfer Statement

EXHIBIT "A"

All tangible and intangible property specifically excluding cash, accounts receivable and contract rights of the Company in accordance with Paragraph B(2) of the Order of Court authorizing sale of the Purchased Assets in the matter of Enterprise Bank v. Chick, LLC d/b/a Chickdowntown filed in the Court of Common Pleas of Allegheny County, Pennsylvania at Case No. GD-09-23241.

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

ENTERPRISE BANK,

CIVIL DIVISION

Plaintiff,

vs.

Case No. GD-09-23241

CHICK, LLC, d/b/a CHICKDOWNTOWN

Defendant.

AFFIDAVIT OF RECEIVER

The undersigned, the duly appointed receiver (the "Receiver"), being first duly sworn according to law, states in my official capacity as Receiver that:

1. I am the duly appointed Receiver pursuant to that certain Order of Court dated December 23, 2009 in the above captioned matter.
2. There is at least \$700,000 worth of inventory according to the books and records of the Defendant.

**NICHOLAS MANAGEMENT
COMPANY, LLC**

By: *[Signature]*
Name: MICHAEL TARQUINIO
Title: PRESIDENT

SWORN TO AND SUBSCRIBED before

me this 16 day of February, 2010.

[Signature]
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
David A. Mikule, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 22, 2012