

COPYRIGHT ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that, effective

\_\_\_\_\_ 2011, the undersigned, Charlie Brown's Inc., a New Jersey corporation ("Charlie Brown's"), Charlie Brown's of Brielle Inc., a New Jersey corporation ("Brielle"), Charlie Brown's of Carlstadt Inc., a New Jersey corporation ("Carlstadt"), Charlie Brown's of Chatham Inc., a New Jersey corporation ("Chatham"), Charlie Brown's of Denville Inc., a New Jersey corporation ("Denville"), Charlie Brown's of Edison Inc., a New Jersey corporation ("Edison"), Charlie Brown's of Lakewood Inc., a New Jersey corporation ("Lakewood"), Charlie Brown's of Maple Shade Inc., a New Jersey corporation ("Maple Shade"), CB VIII, Inc., a New Jersey corporation ("CB VIII"), Charlie Brown's 1981, Inc., a New Jersey corporation ("CB 1981"), CB VII, Inc., a New Jersey corporation ("CB VII"), Charlie Brown's of Oradell Inc., a New Jersey corporation ("Oradell"), Charlie Brown's Restaurant Corp., a New Jersey corporation ("CB Restaurant Corp"), Charlie Brown's of Toms River, LLC, a New Jersey limited liability company ("Toms River"), Charlie Brown's of Wayne Inc., a New Jersey corporation ("Wayne"), Charlie Brown's of Woodbury Inc., a New Jersey corporation ("Woodbury"), Charlie Brown's Steakhouse Fishkill, Inc., a New York corporation ("Fishkill"), Charlie Brown's of Middletown LLC, a New York limited liability company ("Middletown"), Charlie Brown's of Springfield, LLC, a Pennsylvania limited liability company ("Springfield"), Charlie Brown's Mark Corp., a Delaware corporation ("Charlie Brown's Mark") and CB Holding Corp., a New Jersey corporation ("CB Holding", together with Charlie Brown's, Brielle, Carlstadt, Chatham, Denville, Edison, Lakewood, Maple Chade, CB VIII, CB 1981, CB VII, Oradell, CB Restaurant Corp, Toms River, Wayne, Woodbury, Fishkill, Middletown, Springfield and Charlie Brown's Mark, each an "Assignor" and collectively the "Assignors"), for good and valuable considera-

tion, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto CB Restaurants, Inc., a Delaware corporation (“Assignee”) one hundred percent (100%) of Assignors’ right, title and interest of any and every kind whatsoever in and to all copyrights owned by Assignors and used in connection with the Business, including, but not limited to, in connection with the websites known as cbsteakhouse.com, cbholdingcorp.com, cbholdingcorporation.com, cbholdingcorpvpn.com and charliebrowns.com, materials and designs created for and owned by Assignors for use exclusively in the Business, including, without limitation, the following: 1) all right, title and interest which the Assignors own in and to any and all of the copyrights used in connection with the Business, including in connection with the websites referenced above, and including all right, title and interest in and to written and online works, including menus, brochures, advertisements, logos, photographs, and other materials; and 2) all right, title and interest in and to all copyrights referenced herein, including, but not limited to, the right to apply for copyrights, registrations and renewals thereof, together with the goodwill of the Business connected with and symbolized by such copyrights, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such copyrights or injury to said goodwill and the right to sue and pursue all actions for and recover the same in Assignee’s own name. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 201\_, pursuant to which, among other things, Assignors have agreed to sell all copyrights used in the Business to Assignee. This Assignment shall be governed by and construed under and in accordance with the laws of New Jersey.

IN WITNESS WHEREOF, the undersigned have executed this Assignment this \_\_\_ day of \_\_\_\_\_, 201\_.

CHARLIE BROWN'S, INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF BRIELLE INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF CARLSTADT INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF CHATHAM INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF DENVILLE INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF EDISON INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF LAKEWOOD INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF MAPLE SHADE INC.

By: \_\_\_\_\_  
Name:  
Title:

CB VIII, INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S 1981, INC.

By: \_\_\_\_\_  
Name:  
Title:

CB VII, INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF ORADELL INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S RESTAURANT CORP.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF TOMS RIVER, LLC

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S RESTAURANT CORP.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF WAYNE INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF WOODBURY INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S STEAKHOUSE FISHKILL,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF MIDDLETOWN LLC

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S OF SPRINGFIELD, LLC

By: \_\_\_\_\_  
Name:  
Title:

CHARLIE BROWN'S MARK CORP.

By: \_\_\_\_\_  
Name:  
Title:

CB HOLDING CORP.

By: \_\_\_\_\_  
Name:  
Title:

CB RESTAURANTS, INC.

By: \_\_\_\_\_  
Name:  
Title: