

**EXHIBIT F**

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_ between Charlie Brown’s Mark Corp., a corporation organized and existing under the laws of Delaware and having its principal place of business at 1450 Route 22 West, Mountainside, New Jersey 07092 (the “Assignor”) and CB Restaurants, Inc., a corporation organized and existing under the laws of Delaware and having its principal place of business at \_\_\_\_\_, (the “Assignee”).

WHEREAS, the Assignor has adopted, has used, and is using the following trademarks and service marks:

<u>Registered Marks</u>	<u>U.S. Regis. No.</u>	<u>Registration Date</u>
CHARLIE BROWN’S (AND DESIGN)	907,691	February 9, 1971
100 PROOF (AND DESIGN)	1,273,137	April 3, 1984
HANDSHAKE CLUB (AND DESIGN)	2,909,887	December 14, 2004
CURBSTYLE TO GO	3,342,572	November 27, 2007
CHARLIE BROWN’S STEAKHOUSE	3,795,712	June 1, 2010

Common Law

Common law rights in all trademarks and service marks used exclusively in connection with the business, including but not limited to, “CHARLIE BROWN’S”, “CHARLIE BROWN’S STEAKHOUSE”, and/or “HANDSHAKE CLUB”, and logos which include the words “CHARLIE BROWN’S”, “CHARLIE BROWN’S STEAKHOUSE”, and/or “HANDSHAKE CLUB” (the “Marks”); and

WHEREAS, the Assignee desires to acquire the Marks and any and all registrations thereof, together with the associated goodwill of the Business of Assignor and its Affiliates, and the Assignor wishes to convey and transfer to the Assignee the Marks, any registrations thereof and the associated goodwill;

WHEREAS, the Assignor, its Affiliates and the Assignee have entered into that certain Asset Purchase Agreement (“Purchase Agreement”) dated as of \_\_\_\_\_201\_, pursuant to which, among other things, Assignor has agreed to sell the Marks to Assignee; and

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Purchase Agreement.
2. Assignment. The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Marks and any registrations thereof and applications therefor, together with the associated goodwill of the Business of Assignor and its Affiliates symbolized by the Marks, and all rights in the Marks, including the right to apply for registration and otherwise file for protection around the world on the Marks, and the right to renew any registrations on the Marks, including the right to sue for past and future infringement of the Marks, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.
3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.
4. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.
5. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

6. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the laws of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

CHARLIE BROWN'S MARK CORP.

By: \_\_\_\_\_  
[NAME]  
[TITLE]

CB RESTAURANTS, INC.

By: \_\_\_\_\_  
[NAME]  
[TITLE]