

EXHIBIT D

COPYRIGHT ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that, effective _____ 201_, the undersigned, Charlie Brown's Inc., a New Jersey corporation ("Charlie Brown's"), The Office at Bridgewater, Inc., a New Jersey corporation ("Bridgewater"), The Office at Cranford, Inc., a New Jersey corporation ("Cranford"), The Office at Montclair, Inc., a New Jersey corporation ("Montclair"), The Office at Morristown, Inc., a New Jersey corporation ("Morristown"), The Office at Ridgewood, Inc., a New Jersey corporation ("Ridgewood"), The Office at Summit, Inc., a New Jersey corporation ("Summit") and Charlie Brown's Mark Corp., a Delaware corporation ("Charlie Brown's Mark", together with Charlie Brown's, Bridgewater, Cranford, Montclair, Morristown, Ridgewood and Summit, each an "Assignor" and collectively the "Assignors"), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto Villa Holding, LLC, a Delaware limited liability company ("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 office-beerbar.com, theofficebeerbarandgrill.com, theofficebeerbar.com, and thejolly-trolleybarandgrill.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:

THE OFFICE AT BRIDGEWATER, INC.

By: _____
Name:
Title:

THE OFFICE AT CRANFORD, INC.

By: _____
Name:
Title:

THE OFFICE AT MONTCLAIR, INC.

By: _____
Name:
Title:

THE OFFICE AT MORRISTOWN, INC.

By: _____
Name:
Title:

THE OFFICE AT RIDGEWOOD, INC.

By: _____
Name:
Title:

THE OFFICE AT SUMMIT, INC.

By: _____
Name:
Title:

CHARLIE BROWN'S MARK CORP.

By: _____
Name:
Title:

VILLA HOLDING, LLC

By: _____
Name:
Title: