

EXHIBIT E

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 Villa Holding, LLC, a limited liability company 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>
THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (AND DESIGN)	1,298,183	September 25, 1984
THE OFFICE BEER BAR & GRILL (AND DESIGN)	2,050,785	April 8, 1997
JOLLY TROLLEY	2,986,839	August 23, 2005

Common Law

All trademarks and service marks used exclusively in connection with the Business, including but not limited to, “THE OFFICE”, “THE OFFICE BEER BAR & GRILL”, and word marks and logos which includes the words “So Many Beers So Little Time” and “JOLLY TROLLEY BAR & GRILL” (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]

VILLA HOLDING, LLC

By: _____
[NAME]
[TITLE]