

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT (the “Agreement”) is entered into as of the [●] day of [●] 2011 (the “Effective Date”), by and between Villa Holding, LLC, a Delaware limited liability company (“Licensor”), and 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”) and The Office at Summit, Inc., a New Jersey corporation (“Summit”) each a “Licensee” and collectively the “Licensees” (and each of Licensor and Licensees, a “Party”).

WHEREAS, Licensor exclusively owns the Intellectual Property Rights identified on Exhibit A (collectively, “Licensed Intellectual Property”);

WHEREAS, Licensor and Licensees have entered into that certain Amended and Restated Asset Purchase Agreement (“Purchase Agreement”), dated as of January 19, 2011, pursuant to which, among other things, Licensor has agreed to license the Licensed Intellectual Property to Licensees for use with respect to untransferred Restaurants immediately following the Initial Closing Date of the transaction contemplated by the Purchase Agreement until the transfer of each such Restaurant to Licensor or Licensor’s Affiliate;

WHEREAS, pursuant to the terms of the Purchase Agreement, it is anticipated that each “Transferable Restaurant”, as defined in the Purchase Agreement, will be transferred to Licensor, either at the Initial Closing or at subsequent Closings; and

WHEREAS, in order to effect the purposes of the Purchase Agreement, Licensor wishes to grant to Licensees, and Licensees wish to obtain a license to, the Licensed Intellectual Property on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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. The following capitalized terms used in this Agreement shall have the meanings set forth below.

(a) “Effective Date” has the meaning set forth in the preamble.

(b) “Field of Use” means (i) within the License Territory all current activities and services related to operation, marketing, promotion and advertising of the Business, in all current forms and media and (ii) all current activities and services related to operation, marketing, promotion and advertising of the Business performed via the Internet, electronic and social media.

(c) “License Territory” means the states of Connecticut, New York, New Jersey and Pennsylvania.

(d) “Licensed Intellectual Property” has the meaning set forth in the preamble.

(e) “Restaurants” includes the restaurants listed in Exhibit B which have been operated by Licensees.

(f) “Term” has the meaning ascribed to it in Section 8(a).

2. License.

(a) Grant of Rights.

(i) Restaurants. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensees, effective as of the Effective Date, a non-exclusive, royalty-free, non-transferable, non-assignable, non-sublicensable, and limited license to use and display the Licensed Intellectual Property within the Field of Use as to each untransferred Restaurant for the Term set forth herein; provided that the licenses granted pursuant to this Agreement shall remain in effect (subject to Section 8(c) herein) in the event that the Licensees convey any as of then untransferred Restaurants to (x) a liquidation trust or similar entity or (y) a Chapter 7 trustee that is established or authorized pursuant to a Chapter 11 plan or otherwise under the Bankruptcy Code. To effectuate this grant, immediately following the Initial Closing Date, Licensor will execute a separate Restaurant Intellectual Property License Agreement for each untransferred Restaurant in the form attached hereto as Exhibit C.

(b) Products/Services. Except as expressly set forth in this Agreement, the Licensed Intellectual Property shall not be used by Licensees to identify products or services other than within the Field of Use.

(c) Reservation of Rights. This Agreement provides Licensees with no right to use any intellectual property of Licensor or its Affiliates, except for the Licensed Intellectual Property as expressly permitted by and subject to this Agreement. All rights in the Licensed Intellectual Property other than the rights expressly granted to Licensees by this Agreement are hereby reserved to Licensor.

3. Ownership. Licensees acknowledge the ownership of the Licensed Intellectual Property by Licensor and agree that they will do nothing inconsistent with such ownership. Licensees further agree that nothing in this Agreement shall give Licensees any right, title or interest in the Licensed Intellectual Property other than the right to use the Licensed Intellectual Property in accordance with this Agreement, and Licensees agree that they will not attack the title of Licensor to the Licensed Intellectual Property or attack the validity of this Agreement.

4. Quality Standards. Licensees agree that the nature and quality of all services rendered by Licensees in connection with the Licensed Intellectual Property shall conform to standards set by the Licensor and shall be under the control of Licensor. Licensee warrants and

represents that it will not do or fail to do anything that damages the integrity or value of the Licensed Intellectual Property.

5. Quality Maintenance. Licensees agree to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection of Licensees' operations, and to supply Licensor with samples of the use of the Licensed Intellectual Property upon request. Licensees shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, offering and advertising of products and services covered by this Agreement.

6. Form of Use. Licensees agree to use the Licensed Intellectual Property only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Licensor grants Licensees the right to use the other trademarks or services marks of Licensees and its Affiliates in combination with Licensed Intellectual Property in the same manner as used currently without prior approval of Licensor and consistent with the terms of this Agreement.

7. Infringement Proceedings. Licensees agree to notify Licensor of any unauthorized use of the Licensed Intellectual Property by others promptly as it comes to Licensees' attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Licensed Intellectual Property, and Licensees agree to cooperate fully in any such action and proceeding.

8. Term and Termination. This Agreement shall commence on the Effective Date and shall continue in full force and effect unless and until terminated as provided herein (the "Term"). This Agreement shall terminate upon the earlier to occur of the following:

(a) When Licensees cease to operate any Restaurant, the applicable Restaurant Intellectual Property License Agreement for such Restaurant (but with respect to no other Restaurant) shall likewise terminate. If Licensees are not operating at least one Restaurant, this Agreement shall terminate in whole.

(b) This Agreement shall terminate immediately as to Licensees in the event that Licensee breaches this Agreement and such breach is not cured within twenty (20) business days after receipt by Licensees of such notice.

(c) If the Purchase Agreement is terminated by Licensor, each Restaurant Intellectual Property License Agreement then outstanding will terminate 16 months following the Final Closing Date.

(d) Licensee shall fail to use any Licensed Intellectual Property for a continuous period of 30 days.

9. Upon the termination of this Agreement (or of any Restaurant Intellectual Property License), any and all applicable rights to the Licensed Intellectual Property granted under such Intellectual Property License Agreement shall immediately cease and without further act or instrument revert to Licensor.

10. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor and of Licensees. Licensor may assign any right herein granted to it. Licensees may not assign their rights or obligations under this Agreement without the Licensor's consent. Notwithstanding the foregoing, Licensees may transfer or assign their rights or obligations under this Agreement pursuant to Section 2(a)(i) above.

11. Miscellaneous.

(a) **Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(b) **Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered (with written confirmation of receipt), (ii) upon receipt if mailed by certified or registered mail, return receipt requested (with written confirmation of receipt), (iii) upon receipt if sent by a nationally recognized guaranteed and receipted courier service (with written confirmation of receipt) or (iv) upon receipt if sent by facsimile (with written confirmation of transmission). Notices or other communications shall be directed to the following addresses:

If to Licensor:

Villa Enterprises Management and counsel to Villa Enterprises Management,
Laurent Xatart and Beth R. Stearns, Esq.,
c/o Cozzoli Broward, LLC
25 Washington St.
Morristown, NJ 07960
Telephone: 973-285-4800
Facsimile: 973-695-0940

If to Licensees:

Charlie Brown's, Inc.
The Office At Bridgewater, Inc.,
The Office At Cranford, Inc.,
The Office At Montclair, Inc.,
The Office At Morristown, Inc.,
The Office At Ridgewood, Inc.,
The Office At Summit, Inc.
c/o Charlie Brown's Inc.
1450 Route 22 West
Mountainside, NJ 07092
Attention: Samuel Borgese and Gary Lembo
Telephone: 908-518-5882
Facsimile: 908-518-5358

(c) Governing Law; Jurisdiction. This Agreement shall be governed in accordance with the Bankruptcy Code and the substantive laws of the State of New Jersey and any dispute arising under this Agreement shall be resolved in accordance with the laws of the State New Jersey. The Parties hereby (a) irrevocably and unconditionally submit, for themselves and their property, to the jurisdiction of the Bankruptcy Court in any action or proceeding related to the enforcement or interpretation of this Agreement and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any action for such purpose, any claim that it is not subject personally to the jurisdiction of the Bankruptcy Court, that its property is exempt or immune from attachment or execution, that any such action, claim or other proceeding is brought in an inconvenient forum, that the venue of the action claim or proceeding is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by Bankruptcy Court.

(d) Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

(e) Representation by Counsel; Interpretation. Licensor and Licensees each acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and any such right is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Sellers and Purchaser.

(f) Parties of Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement other than the Parties hereto and their respective successors and permitted assigns.

(g) Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the date first set forth above.

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:

VILLA HOLDING, LLC

By: _____
Name:
Title:

Exhibit A

Licensed Intellectual Property

Trademarks and Service Marks:

<u>Registered Marks</u>	<u>Registration No. or Application No.</u>	<u>Jurisdiction</u>	<u>Status</u>
THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (and design)	1,298,183	United States	Registered
THE OFFICE BEER BAR & GRILL (and design)	2,050,785	United States	Registered
JOLLY TROLLEY	2,986,839	United States	Registered

Common Law

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

Copyrights:

Common law rights in written and online works, including menus, brochures, advertisements, logos and other materials, used in connection with the Business

Exhibit B

THE OFFICE AT BRIDGEWATER
THE OFFICE AT CRANFORD
THE OFFICE AT MONTCLAIR
THE OFFICE AT MORRISTOWN
THE OFFICE AT RIDGEWOOD
THE OFFICE AT SUMMIT
THE OFFICE AT WESTFIELD

Exhibit C

Restaurant Intellectual Property License Agreements

RESTAURANT INTELLECTUAL PROPERTY LICENSE AGREEMENT

This RESTAURANT INTELLECTUAL PROPERTY LICENSE AGREEMENT (the “Agreement”) is entered into as of the [●] day of [●] 2011 (the “Effective Date”), by and between Villa Holding, LLC, a Delaware limited liability company (“Licensor”), and 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, together with Charlie Brown’s, [Bridgewater, Cranford, Montclair, Morristown and Ridgewood,] each a “Licensee” and collectively the “Licensees” (and each of Licensor and Licensees, a “Party”).

WHEREAS, Licensor exclusively owns the Intellectual Property Rights identified on Exhibit A (collectively, “Licensed Intellectual Property”);

WHEREAS, Licensor and Licensees and Affiliates have entered into that certain Amended and Restated Asset Purchase Agreement (“Purchase Agreement”), dated as of January 19, 2011 and that certain Intellectual Property License Agreement dated as of [●] pursuant to which, among other things, Licensor has agreed to license the Licensed Intellectual Property to Licensees and Affiliates for use with respect to untransferred Restaurants immediately following the Initial Closing Date of the transaction contemplated by the Purchase Agreement until the transfer of each such Restaurant to Licensor or Licensor’s Affiliate;

WHEREAS, pursuant to the terms of the Purchase Agreement, it is anticipated that each “Transferable Restaurant”, as defined in the Purchase Agreement, will be transferred to Licensor, either at the Initial Closing or at subsequent Closings; and

WHEREAS, in order to effect the purposes of the Purchase Agreement, Licensor wishes to grant to Licensees, and Licensees wish to obtain a license to, the Licensed Intellectual Property on the terms and subject to the conditions set forth in this Restaurant Intellectual Property License Agreement.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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. The following capitalized terms used in this Agreement shall have the meanings set forth below.

(a) “Effective Date” has the meaning set forth in the preamble.

(b) “Field of Use” means (i) within the License Territory all current activities and services related to operation, marketing, promotion and advertising of the Business,

in all current forms and media and (ii) all current activities and services related to operation, marketing, promotion and advertising of the Business performed via the Internet, electronic and social media.

(c) “License Territory” means the states of Connecticut, New York, New Jersey and Pennsylvania.

(d) “Licensed Intellectual Property” has the meaning set forth in the preamble.

(e) “Restaurant” means THE OFFICE AT _____ restaurant which has been operated by Licensees.

(f) “Term” has the meaning ascribed to it in Section 8(a).

2. **License.**

(a) **Grant of Rights.**

(i) **Restaurant.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensees, effective as of the Effective Date, a non-exclusive, royalty-free, non-transferable, non-assignable, non-sublicensable, and limited license to use and display the Licensed Intellectual Property within the Field of Use at THE OFFICE AT _____ ; **provided** that the licenses granted pursuant to this Agreement shall remain in effect (subject to Section 8(c) herein) in the event that the Licensees convey any as of then untransferred Restaurants to (x) a liquidation trust or similar entity or (y) a Chapter 7 trustee that is established or authorized pursuant to a Chapter 11 plan or otherwise under the Bankruptcy Code.

(b) **Products/Services.** Except as expressly set forth in this Agreement, the Licensed Intellectual Property shall not be used by Licensees to identify products or services other than within the Field of Use.

(c) **Reservation of Rights.** This Agreement provides Licensees with no right to use any intellectual property of Licensor or its Affiliates, except for the Licensed Intellectual Property as expressly permitted by and subject to this Agreement. All rights in the Licensed Intellectual Property other than the rights expressly granted to Licensees by this Agreement are hereby reserved to Licensor.

3. **Ownership.** Licensees acknowledge the ownership of the Licensed Intellectual Property by Licensor and agree that they will do nothing inconsistent with such ownership. Licensees further agree that nothing in this Agreement shall give Licensees any right, title or interest in the Licensed Intellectual Property other than the right to use the Licensed Intellectual Property in accordance with this Agreement and Licensees agree that they will not attack the title of Licensor to the Licensed Intellectual Property or attack the validity of this Agreement.

4. **Quality Standards.** Licensees agree that the nature and quality of all services rendered by Licensees in connection with the Licensed Intellectual Property shall conform to standards set by the Licensor and shall be under the control of Licensor. Licensee warrants and

represents that it will not do or fail to do anything that damages the integrity or value of the Licensed Intellectual Property.

5. Quality Maintenance. Licensees agree to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection of Licensees' operations, and to supply Licensor with samples of the use of the Licensed Intellectual Property upon request. Licensees shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, offering and advertising of products and services covered by this Agreement.

6. Form of Use. Licensees agree to use the Licensed Intellectual Property only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Licensor grants Licensees the right to use the other trademarks or services marks of Licensees and its Affiliates in combination with Licensed Intellectual Property in the same manner as used currently without prior approval of Licensor and consistent with the terms of this Agreement.

7. Infringement Proceedings. Licensees agree to notify Licensor of any unauthorized use of the Licensed Intellectual Property by others promptly as it comes to Licensees' attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Licensed Intellectual Property, and Licensees agree to cooperate fully in any such action and proceeding.

8. Term and Termination. This Agreement shall commence on the Effective Date and shall continue in full force and effect unless and until terminated as provided herein (the "Term"). This Agreement shall terminate upon the earlier to occur of the following:

(a) When Licensees cease to operate THE OFFICE AT _____ Restaurant, this Agreement for THE OFFICE AT _____ Restaurant (but with respect to no other Restaurant) shall terminate.

(b) This Agreement shall terminate immediately as to Licensees in the event that Licensee breaches this Agreement and such breach is not cured within twenty (20) business days after receipt by Licensees of such notice.

(c) If the Purchase Agreement is terminated by Licensor, this Restaurant Intellectual Property License Agreement if in existence will terminate 16 months following the Final Closing Date.

(d) Licensee shall fail to use any Licensed Intellectual Property for a continuous period of 30 days.

9. Upon the termination of this Agreement, any and all applicable rights to the Licensed Intellectual Property granted under this Agreement shall immediately cease and without further act or instrument revert to Licensor.

10. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor and of Licensees. Licensor may assign any right herein

granted to it. Licensees may not assign their rights or obligations under this Agreement without the Licensor's consent. Notwithstanding the foregoing, Licensees may transfer or assign their rights or obligations under this Agreement pursuant to Section 2(a)(i) above.

11. Miscellaneous.

(a) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(b) Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered (with written confirmation of receipt), (ii) upon receipt if mailed by certified or registered mail, return receipt requested (with written confirmation of receipt), (iii) upon receipt if sent by a nationally recognized guaranteed and receipted courier service (with written confirmation of receipt) or (iv) upon receipt if sent by facsimile (with written confirmation of transmission). Notices or other communications shall be directed to the following addresses:

If to Licensor:

Villa Enterprises Management and counsel to Villa Enterprises Management, Laurent Xatart and Beth R. Stearns, Esq.,
c/o Cozzoli Broward, LLC
25 Washington St.
Morristown, NJ 07960
Telephone: 973-285-4800
Facsimile: 973-695-0940

If to Licensees:

[Charlie Brown's, Inc.
The Office At Bridgewater, Inc.,
The Office At Cranford, Inc.,
The Office At Montclair, Inc.,
The Office At Morristown, Inc.,
The Office At Ridgewood, Inc.,
The Office At Summit, Inc.]
c/o Charlie Brown's Inc.
1450 Route 22 West
Mountainside, NJ 07092
Attention: Samuel Borgese and Gary Lembo
Telephone: 908-518-5882
Facsimile: 908-518-5358

(c) Governing Law; Jurisdiction. This Agreement shall be governed in accordance with the Bankruptcy Code and the substantive laws of the State of New Jersey and any dispute arising under this Agreement shall be resolved in accordance with the laws of the State New Jersey. The Parties hereby (a) irrevocably and unconditionally submit, for themselves and their property, to the jurisdiction of the Bankruptcy Court in any action or proceeding related to the enforcement or interpretation of this Agreement and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any action for such purpose, any claim that it is not subject personally to the jurisdiction of the Bankruptcy Court, that its property is exempt or immune from attachment or execution, that any such action, claim or other proceeding is brought in an inconvenient forum, that the venue of the action claim or proceeding is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by Bankruptcy Court.

(d) Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

(e) Representation by Counsel; Interpretation. Licensor and Licensees each acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and any such right is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Sellers and Purchaser.

(f) Parties of Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement other than the Parties hereto and their respective successors and permitted assigns.

(g) Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the date first set forth above.

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:]

VILLA HOLDING, LLC

By: _____
Name:
Title:

Exhibit A

Licensed Intellectual Property

Trademarks and Service Marks:

<u>Registered Marks</u>	<u>Registration No. or Application No.</u>	<u>Jurisdiction</u>	<u>Status</u>
THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (and design)	1,298,183	United States	Registered
THE OFFICE BEER BAR & GRILL (and design)	2,050,785	United States	Registered
JOLLY TROLLEY	2,986,839	United States	Registered

Common Law

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

Copyrights:

Common law rights in written and online works, including menus, brochures, advertisements, logos and other materials, used in connection with the Business