

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is entered into on [            ], 2011 by [            ], a New Jersey corporation (the “Seller”), in favor of CB Restaurants, Inc., a Delaware corporation (“Buyer”).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of February [    ], 2011, by and between CB Restaurants, Inc., as buyer, and Charlie Brown’s Inc., a New Jersey corporation, Charlie Brown’s of Brielle Inc., Charlie Brown’s of Carlstadt Inc., Charlie Brown’s of Chatham Inc., Charlie Brown’s of Denville Inc., Charlie Brown’s of Edison Inc., Charlie Brown’s of Lakewood Inc., Charlie Brown’s of Maple Shade Inc., CB VIII, Inc., Charlie Brown’s 1981, Inc., CB VII, Inc., Charlie Brown’s of Oradell Inc., Charlie Brown’s Restaurant Corp., Charlie Brown’s of Toms River, LLC, Charlie Brown’s of Wayne Inc., Charlie Brown’s of Woodbury Inc., Charlie Brown’s Steakhouse Fishkill, Inc., Charlie Brown’s of Middletown LLC, Charlie Brown’s of Springfield, LLC, , as sellers, and Charlie Brown’s Mark Corp. and CB Holding Corp. (both to the extent set forth therein), the Seller agreed to sell to Buyer and Buyer agreed to purchase from the Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, certain of the assets of the Seller described in the Purchase Agreement.

WHEREAS, the Seller desires to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Buyer all of the Seller’s right, title and interest in and to the Assets.

WHEREAS, the execution and delivery of this Bill of Sale is a condition precedent to the obligations of Seller and Buyer under the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which the Seller and Buyer each acknowledge, the parties agree as follows:

1.     Capitalized Terms. Capitalized terms used but not defined in this Bill of Sale shall have the meanings for such terms that are set forth in the Purchase Agreement.

2.     Transfer of Assets. Effective as of the date hereof, the Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, all of the Seller’s right, title and interest in and to all of the Personal Property, Inventory and any other personal property (including, without limitation, any domain names related to the Business owned by Seller) of Seller being conveyed to Buyer under the Purchase Agreement, all to the extent same constitute Assets.

3.     Terms of Purchase Agreement. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the provisions and limitations in the Purchase Agreement. In the event of any conflict between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4.     Further Acts. In the event further acts are required from Seller or Buyer, such party agrees to execute whatever additional documents may be necessary or convenient to implement the assignment herein made.

5. Governing Law. This Bill of Sale shall be governed by the laws of the State of New Jersey.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed and delivered as of the date first above written.

**BUYER:**

CB RESTAURANTS, INC.

By: \_\_\_\_\_

Name:

Title:

**SELLER:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name:

Title:

[Affidavit on Following Page]

Affidavit No. \_\_\_\_\_

Subscribed and acknowledged before me by Gary Lembo, of legal age, executive and resident of [ \_\_\_\_\_ ], in his capacity as Chief Restructuring Officer of Charlie Brown's, Inc., a New Jersey corporation, on this \_\_\_\_ day of [ \_\_\_\_\_ ], 2011.

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NOTARY PUBLIC