

ASSIGNMENT OF RIGHTS TO USE OF NAME AND LIKENESS

THIS ASSIGNMENT OF RIGHTS TO USE OF NAME AND LIKENESS (the "Agreement") is made and entered into to be effective as of the 2nd day of March, 2009 (the "Effective Date") by and between KENT RATHBUN (the "Assignor"); and, H2R RESTAURANT HOLDINGS, LLC d/b/a ABACUS JASPER'S RESTAURANT HOLDINGS; ROTISSERIE TWO, LLC d/b/a RATHBUN BLUE PLATE KITCHEN and d/b/a KENT RATHBUN CATERING; and, KENT RATHBUN ELEMENTS, L.L.C. (collectively referred to herein only as the "Assignee").

R E C I T A L S:

WHEREAS, the Assignor currently owns an ownership interest in each of the Assignee; and, is the Chef associated with the restaurants owned, operated and/or managed by Assignee and/or any of its subsidiaries or affiliates.

WHEREAS, the Assignor wishes to assign the Assignee the right to exclusive use of Assignor's name and likeness to market and promote the restaurants now or hereafter owned, operated and/or managed by Assignee and/or its subsidiaries or affiliates (the "Restaurants").

WHEREAS, the Assignee desires to acquire the sole and exclusive right to the use of Assignor's name and likeness to market and promote the restaurants owned by Assignee pursuant to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties agree as follows:

I. Assignment of Rights to Use of Name and Likeness.

1. Assignment and Acceptance. As of the Effective Date, the Assignor hereby transfers, assigns and conveys to Assignee all of his rights to use of his name "Kent Rathbun" and his likeness within the food services, food preparation and/or restaurant industries (the "Industry") (collectively the "Rathbun Rights"); and, Assignee hereby accepts the assignment of such Rathbun Rights from the Assignor.
2. Assignor's Representations. Assignor hereby represents, warrants and agrees that (i) Assignor has the right, power and capacity to make this Assignment; (ii) Assignor is the owner and holder of the Rathbun Rights; and (iii) no person, firm, corporation or other entity, other than Assignor, has any right, title or interest in, to or under the Rathbun Rights.

3. Agreement as to Rathbun Rights. The Assignor agrees to take all actions necessary to protect and secure the Assignee the rights and interest in and to the Rathbun Rights. It being understood and agreed that the purpose of this Agreement is to allow Assignee the right to the sole, exclusive and unrestricted use of the Rathbun Rights for the purposes of advertising, marketing, promoting and operating the Restaurants; including, without limitation, those purchased, established or acquired in the future. Assignor expressly agrees that except for this assignment to Assignee pursuant to this Agreement, he will not at any time in the future, directly or indirectly, authorize any other person or entity whatsoever to utilize his name, any variation thereof, his likeness or image in any manner whatsoever, for promotional, advertising, marketing or otherwise to the extent relating in any manner whatsoever to the Industry or in any manner which would be likely to be damaging or derogatory to Assignee or discredit or be detrimental to the reputation, character and standing of Assignee or any of the Restaurants.

II. Indemnification.

1. Assignor (the "Indemnifying Party"), shall indemnify and hold harmless the Assignee and each member, manager, officer, employee, agent, affiliate, (except himself) successors and assigns of the Assignee (each a "Assignee Indemnified Party"), from and against, and agrees promptly to defend each Assignee Indemnified Party from and reimburse each Assignee Indemnified Party for, any and all actions, suits, proceedings (including any investigations or inquiries), losses, damages, costs, expenses, liabilities, obligations and claims of any kind or nature whatsoever which may be incurred by or asserted against or involve an Assignee Indemnified party, whether or not disclosed, including, without limitation, reasonable attorneys' fees and other legal costs and expenses ("Assignee's Losses"), arising out of or relating to any failure by the Assignor to carry out, perform, satisfy and discharge any covenants, agreements, undertakings, liabilities or obligations to be performed by him pursuant to the terms of this Agreement.
2. If a claim against an Assignee Indemnified party arises to which the indemnity of this Agreement is applicable, notice shall be given promptly by the Assignee Indemnified Party to the Assignor, and if such claim is due to a third party action against an Assignee Indemnified Party, the Assignor shall have the right to control all settlements (unless the Assignee Indemnified Party agrees to assume the cost of settlement), and to select lead counsel to defend any and all such claims at the sole cost and expense of the Indemnifying party; provided, however, that no such settlement shall be effected without the consent of the Assignee Indemnified party, which consent shall not be unreasonably withheld or delayed. The Assignee Indemnified Party may select counsel to participate in any such defense

at the sole cost and expense of an Assignee Indemnified party; provided, however, that if the legal representation of both the Assignor and an Assignee Indemnified Party by the same counsel shall, in the opinion of such counsel, represent a conflict of interest, the cost and expense associated with such counsel shall be borne by the Indemnifying Party. In connection with any such claim, action or proceeding, the parties shall cooperate with each other pursuant to a Joint Defense Agreement, and provide each with access to relevant books and records in their possession, as well as necessary employees or other agents.

3. The Assignee hereby agrees to indemnify and hold harmless the Assignor, and his agents, heirs, successors and assigns (each, a "Assignor Indemnified Party") from and against, and agrees to promptly defend each Assignor Indemnified Party from and reimburse each Assignor Indemnified Party from any and all actions, suits, proceedings (including any investigation or inquiries), losses, damages, costs, expenses, liabilities, obligations, and claims of any kind or nature whatsoever, which may be incurred by or asserted against or involve an Assignor Indemnified party, including, without limitation, reasonable attorneys' fees and other legal costs and expenses ("Assignor's Losses") arising out of or in any way relating to any failure by the Assignee to carry out, perform, satisfy and discharge any covenants, agreements, undertakings, liabilities or obligations to be performed by them pursuant to the terms of this Agreement.
4. If a claim against an Assignor Indemnified Party arises to which the indemnity of this Agreement is applicable, notice shall be given promptly by the Assignor to the Assignee and the Assignee shall have the right to control all settlements (unless the Assignor Indemnified Party agrees to assume the cost of settlement) and to select lead counsel to defend any and all such claims at the sole cost and expense of Purchaser; provided, however, that no such settlement shall be effected without the consent of the Assignor Indemnified party, which consent shall not be unreasonably withheld or delayed. The Assignor Indemnified Party may select counsel to participate in any such defense at the sole cost and expense of the Assignor Indemnified party; provided, however, that if the legal representation of both the Purchaser and the Assignor Indemnified Party by the same counsel shall, in the opinion of such counsel, represent a conflict of interest, the cost and expense associated with such counsel shall be borne by the Indemnifying Party. In connection with any such claim, action or proceeding, the parties shall cooperate with each other pursuant to a Joint Defense Agreement, and provide each other with access to relevant books and records in their possession.

III. Miscellaneous.

1. Further Assurances. Assignor and Assignee shall, at any time and from time to time after the Effective Date, execute, acknowledge and deliver all such further

acts, deeds, assignments, transfers, conveyances, powers of attorney, acknowledgments, documents, and assurances, and take all such further actions, as shall be necessary or desirable to give effect to the transactions contemplated by this Agreement.

2. Successors and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties and their respective successors and assigns.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its principles concerning conflicts of law. This Agreement is performable in Dallas County, Texas, and the parties agree that any and all claims under the Agreement shall be brought exclusively in the courts of Dallas County, Texas.
4. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Such multiple counterparts may be transmitted via facsimile or other electronic means, and execution by any of the undersigned by such means shall be deemed original for all purposes and have the same force and effect as a manually signed original.
5. Entire Agreement; Amendment. This Agreement is the entire contract between the parties with regard to the subject matter hereof. All amendments to this Agreement must be in writing and signed by the Assignor and the Assignee.
6. Termination of the Agreement. The Parties hereto agree that the Agreement may be terminated only in strict compliance with the Company Agreement effective as of August 3, 2007, unless subsequently amended or modified, of H2R Restaurant Holdings, LLC.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

Assignor:




Kent Rathbun

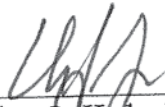
Assignee:

H2R RESTAURANT HOLDINGS, LLC

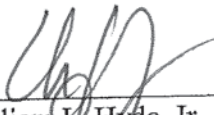
BY: Briarwood West Investments, LLC

By: 
William L. Hyde, Jr., Manager

ROTISSERIE TWO, LLC, d/b/a RATHBUN
BLUE PLATE KITCHEN and d/b/a KENT
RATHBUN CATERING

By: 
William L. Hyde, Jr., Manager

KENT RATHBUN ELEMENTS, L.L.C.

By: 
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