

02-08-2002

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101978174

Documents and Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):

SMG, Inc.

1-24-02

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Assignment of Security Interest in
US Patents and Trademarks

Execution Date: November 15, 2001

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association,
as Agent

Internal Address: _____

Street Address: 135 S. LaSalle

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

02/07/2002 00000251 72089000
40.00 DP
375.00 DP

Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath
Name of Person Signing

Signature

12/20/01
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002440 FRAME: 0266

Continuation

Item 4

SCHEDULE B
To
Patent and Trademark Assignment

TRADEMARKS

	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1	SCOTT PETERSEN (DESIGN)	US	72/089,080	1/15/60	712,592	3/14/61
2	SCOTT PETERSEN	US	73/320,362	7/20/81	1,220,195	12/14/82
3	SCOTT PETERSEN AND DESIGN	S. Korea	8152/1992	3/26/92	263,159	5/17/93
4	SCOTT PETERSEN AND DESIGN	US	74/256,591	3/18/92	1,729,636	11/3/92
5	SCOTT PETERSEN	US	74/256,577	3/18/92	1,731,389	11/10/92
6	MOSEY'S AND DESIGN	S. Korea	8147/1992	3/26/92	263,156	5/17/93
7	MOSEY'S	US	73/799,227	5/11/89	1,575,309	1/2/90
8	MOSEY'S AND DESIGN	US	73/799,228	5/11/89	1,576,618	1/9/90
9	KNEIP AND DESIGN	US	72/447,035	1/26/73	980,454	3/12/74
10	LIGURIA AND DESIGN	S. Korea	8146/1992	3/26/92	263,155	5/17/93
11	LIGURIA & DESIGN	US	74/182,500	7/5/91	1,690,370	6/2/92
12	LIGURIA DESIGN	US	74/182,578	7/5/91	1,690,371	6/2/92
13	LIGURIA	US	74/027,098	2/8/90	1,670,852	12/31/91
14	AQUILO DORO	US	382,603	8/26/36	342,328	1/12/37
15	TIME FOR DINNER	US	75/333,731	7/31/97	2,176,906	7/28/98
16	READY-PREP-GO!	US	75/796,112	9/9/99	2,355,386	6/6/00

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TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Registration No.	Mark	Registered	Renewal Date
542,188	NATHAN'S FAMOUS, INC. From a HOT-DOG... to a national HABIT!	5/8/51	5/8/71
562,087	NATHAN'S FAMOUS, INC. ICE CREAM FRANK	7/22/52	7/22/72
636,525	Symbol of Frankfurter	10/30/56	10/30/96
860,301	NATHANS	11/12/68	11/12/88
866,595	NATHAN'S FAMOUS, INC.	3/11/69	3/11/89
883,924	NATHAN'S & Symbol	1/6/70	1/6/90

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SMG, INC., a Delaware corporation (the "Assignor"), hereby assigns and grants to LaSalle Bank National Association, as Collateral Agent, (the "Assignee"), with offices at 135 South LaSalle Street, Chicago, Illinois 60603, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Amended and Restated Security Agreement among the Assignor, the Assignee and certain other parties dated as of November 15, 2001, as amended, restated, supplemented or modified from time to time (the "Security Agreement").

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

SMG, INC., as Assignor

By: *Thomas D. Davis*
Name: Thomas D. Davis
Title: President

LASALLE BANK NATIONAL ASSOCIATION, as
Collateral Agent, as Assignee

By: *[Signature]*
Name:
Title:

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 15th day of November 2001 by Thomas D. Davis as President of SMG, Inc., a Delaware corporation, on behalf of said company.

My commission expires: 1/24/05

Notarial Seal

Brenda J. Macon-Stewart
Notary Public



SCHEDULE A
To
Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Inventor</u>	<u>Country</u>	<u>Patent Holder</u>
None					

PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number(s)</u>	<u>Date</u>
None			

SCHEDULE B
To
Patent and Trademark Assignment

TRADEMARKS

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Registration No.	Mark	Registered	Renewal Date
883,925	Frankfurter Symbol	1/6/70	1/6/90
920,871	NATHAN'S FAMOUS, INC.	9/21/71	9/21/91
920,873	NATHAN'S & Symbol	9/21/71	9/21/91
954,154	from a HOT DOG to an international HABIT!	2/27/73	2/27/93
1,002,951	Nathan's Famous, Inc. <u>More</u> than just the best HOT DOG & Des.	1/28/75	1/28/75
1,002,952	Nathan's	1/28/75	1/28/95
1,004,078	Nathon's Famous, Inc. More than just the best HOT DOG & Des.	2/4/75	2/4/75
1,015,506	eat and let eat	7/8/75	7/8/95
1,044,485	NATHAN'S FAMOUS Since 1916	7/20/76	7/20/96
1,058,629	NATHAN'S FAMOUS Since 1916	2/8/77	2/8/97