

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H. Martin Sprock III		09/16/2003	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Moe's Southwest Grill, LLC		
Street Address:	2915 Peachtree Road, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	LTD LIAB JT ST CO: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2699371	MOES SOUTHWEST GRILL	
Registration Number:	2650129	MOE'S SOUTHWEST GRILL	
CORRESPONDENCE DATA			
Fax Number:	(678)420-9301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	678-420-9300		
Email:	tmdocketing@needlerosenberg.com		
Correspondent Name:	Needle & Rosenberg, P.C.		
Address Line 1:	999 Peachtree Street		
Address Line 2:	Suite 1000		
Address Line 4:	Atlanta, GEORGIA 30309-3915		
ATTORNEY DOCKET NUMBER:	13210.1000US AND 1001US		
NAME OF SUBMITTER:	Nancy K. Gardner		
Total Attachments: 1 source=MOE'SNo. 2#page1.tif			

OP \$65.00 2699371

ATTORNEY DOCKET NO. 13210.1000US and 1001US

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is being made Nunc pro Tunc, effective April 2, 2001, by and between H. Martin Sprock, III an individual citizen of the United States of America ("Assignor") and MOE'S SOUTHWEST GRILL, LLC, a Georgia limited liability company, whose principal address is 2915 Peachtree Road, NE, Atlanta, Georgia 30305 ("Assignee").

WHEREAS, Assignor has adopted and used the following trademarks and is the owner of the United States Federal Trademark Registrations therefor:

MOE'S SOUTHWEST GRILL, Registration No. 2650129, registered on November 12, 2002; and

MOE'S SOUTHWEST GRILL & Design, Registration No. 2699371, registered on March 25, 2003;

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, the entire right, title and interest in and to the above-identified marks and registrations therefor, together with the goodwill of the business associated therewith, and the right to sue for past infringement of the marks, said assignment effective *nunc pro tunc* as of April 2, 2001.

Executed this 16th day of September, 2003.

H. Martin Sprock, III



State of Georgia
County of _____

Subscribed and sworn to before me this 16th day of September 2003.

NOTARY PUBLIC
My Commission Expires: _____