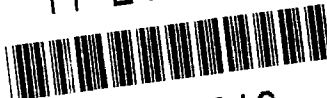


11-24-2004



102888610

RECC
TR

To the Director of the U. S. Patent and Trademark Office

Record the attached documents or the new address(es) below.

11-19-04

1. Name of conveying party(ies)/Execution Date(s):

Chef's Catalog, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) November 5, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Pikes Peak Direct Marketing, Inc.

Internal

Address: _____

Street Address: 12295 Oracle Blvd., Suite 101

City: Colorado Springs

State: CO

Country: US Zip: 80921

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,277,563; 2,314,725; 2,316,722

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ross Spencer Garsson

Internal Address: Winstead Sechrest & Minick P.C.

Street Address: P.O. Box 50784

City: Dallas

State: Texas Zip: 75201

Phone Number: _____

Fax Number: 214.745.5390

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2426

Authorized User Name Ross Spencer Garsson

9. Signature:

RSG
Signature

11/19/04
Date

Ross Spencer Garsson

Total number of pages including cover sheet, attachments, and document: 5

11/23/2004 BYRNE 00000064 1277563

Name of Person Signing

01 FC:0521
02 FC:0522

Document recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assisted Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

41879-10 / 4070476

Express Mail Label
No. EV 507 272 611 US
TRADEMARK
REEL: 003083 FRAME: 0505

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is effective as of November 5, 2004, from CHEF'S CATALOG, INC., a company organized under the laws of Delaware, with its principal place of business at 11 Customer Way, Irving, TX 75039 ("Company"), to PIKES PEAK DIRECT MARKETING, INC., a company organized under the laws of Delaware, with its principal place of business at 12295 Oracle Blvd., Suite 101, Colorado Springs, CO 80921 ("PPDM"). All capitalized terms used herein have the same meaning attributed to them in the Asset Purchase Agreement except as otherwise noted below.

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement by and among The Neiman Marcus Group, Inc., a company organized under the laws of Delaware, with its principal place of business at One Marcus Square, 1618 Main St., Dallas, TX 75201 ("NMG"), Company and PPDM, dated November 5, 2004 ("Asset Purchase Agreement"), Company has agreed to assign and transfer to PPDM, among other things, certain intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Subject to the terms of the Asset Purchase Agreement, Company agrees to and hereby does assign, sell, transfer, grant and convey to PPDM, its successors and assigns, all of Company's worldwide right, title and interest in and to the following:

(a) With the exception of U.S. Service Mark Registration No. 2,073,725 (the "MASTERCHEF Mark"), all of the Trademarks listed in Section 3.21(b) of the Disclosure Schedules to the Asset Purchase Agreement ("Disclosure Schedules"), which were assigned to Company by NM Nevada Trust, a Massachusetts Business Trust ("NM Nevada Trust"), pursuant to a Trademark Assignment dated November 5, 2004, and all copies and tangible embodiments thereof in whatever form or medium, including all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof.

(b) All of the Internet Websites and Domain Names listed in Section 3.21(b) of the Disclosure Schedules, which were assigned to Company by NMG pursuant to a Domain Name Assignment dated November 5, 2004, and all copies and tangible embodiments thereof in whatever form or medium, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof.

(c) All of the Copyrights listed in Section 3.21(b) of the Disclosure Schedules, including all of CCI's rights in and to the written work and other creative and proprietary components of CCI's catalogs, direct mailings, public relations and websites and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof.

Express Mail Label
No. EV 507 272 611 US

2. Promptly upon the request of PPDM, Company shall, and shall cause NM Nevada Trust and NMG to, execute such documents and perform such actions as may be necessary to perfect the assignment of rights contained in this Assignment.

3. Nothing herein shall affect, or be deemed to affect, the representations, warranties, covenants, and indemnities contained in the Asset Purchase Agreement.

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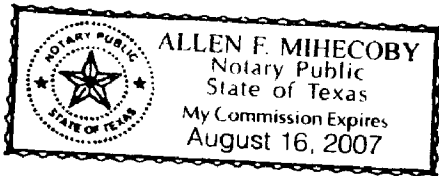
IN WITNESS WHEREOF, Company has caused this instrument to be executed by its duly authorized corporate officer on this 5th day of November, 2004.

Chef's Catalog, Inc.

By: Kim Yee
Name: Kim Yee
Title: Vice President

On this 5th day of November, 2004, personally appeared before me, the undersigned Notary, Kim Yee, who acknowledged to me under oath that she is the Vice President for Chef's Catalog, Inc., and that she verifies the foregoing Assignment of Intellectual Property for and on behalf of said Chef's Catalog Inc.; that she is duly authorized to do so; that the facts stated therein have been assembled by authorized employees and counsel for said Chef's Catalog, Inc.; and that the allegations therein are true and correct to the best of her knowledge, information, and belief.

Allen F. Mihecoby
Signature of Notary



(SEAL)

Allen F. Mihecoby
(Name of notary typed, stamped, or printed)
Notary Public
My commission expires 8/16/2007

SCHEDULE 1
TO
TRADEMARK ASSIGNMENT
(NM NEVADA TRUST)

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
THE CHEF'S CATALOG	1,277,563	May 8, 1984
CHEF'S	2,314,725	February 1, 2000
CHEF'S CATALOG	2,316,722	February 8, 2000