

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/17/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harman Nickolas-Restaurant Group, Inc.		11/21/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	M3CVP-Nick's Fishmarket Restaurants, LLC
Street Address:	180 N Stetson #5300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2298264	NICK'S FISHMARKET
Registration Number:	2146525	NICK'S FISHMARKET

CORRESPONDENCE DATA

Fax Number: (312)782-6494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-782-6495 x21
 Email: daniel@keganlaw.com
 Correspondent Name: Daniel Kegan
 Address Line 1: 79 W Monroe St #1320
 Address Line 4: Chicago, ILLINOIS 60603-4969

NAME OF SUBMITTER:	Daniel Kegan
Signature:	/daniel kegan/

OP \$65.00 2298264

Date:

12/02/2005

Total Attachments: 1

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Intellectual Property Assignment

Whereas Harman Nickolas-Restaurant Group, Inc. (Assignor), an Illinois corporation with principal offices at One First National Plaza, Chicago IL 60603, has created, adopted, used, and/or filed trademarks, goodwill, intent-to-use trademark applications, copyrights, contractual rights, and other intellectual property (The Intellectual Property) identified below:

NICK'S FISHMARKET Trademark ® **2,146,525**

NICK'S FISHMARKET & Design (Red Fish) Trademark ® **2,298,264**

NICK'S FISHMARKET Tradename

Fish logo copyright

Menu copyrights

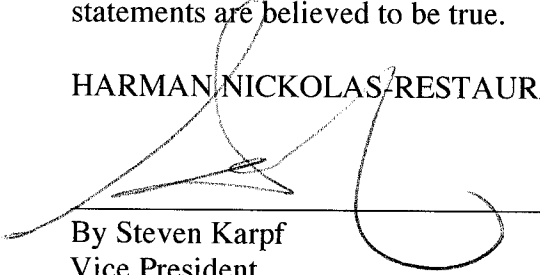
All other copyrights.

Whereas M3CVP-Nick's Fishmarket Restaurants, LLC (Assignee), an Illinois LLC with principal offices at 180 N Stetson #5300, Chicago IL 60601, wishes to acquire all right, title, and interest in The Intellectual Property and to the business of Assignor to which the trademarks pertain.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns to Assignee all right, title, and interest in and to The Intellectual Property, together with the registrations(s) and application(s) thereof, including the goodwill of the business symbolized by the trademarks, the right to sue for infringements, and all past and present rights and powers, together with the portion of Assignor's business to which any intent-to-use trademark applications pertain.

Steven Karpf, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document or any registration resulting therefrom, declares that he is Vice President of Assignor and is authorized to execute this instrument on behalf of Assignor; he believes the Assignor to be the owner of The Intellectual Property assigned; to the best of his knowledge and belief the facts set forth in this assignment are true, and all statements made of his or her own knowledge are true and all statements are believed to be true.

HARMAN NICKOLAS RESTAURANT GROUP, Inc.


By Steven Karpf
Vice President

Assigned **November 17, 2003**

Signed Nunc Pro Tunc (now for then)

November 21, 2005