

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
PAT Franchise Systems, Inc.		02/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NF Treachers Corp.
Street Address:	1400 Old Country Road
Internal Address:	Suite 400
City:	Westbury
State/Country:	NEW YORK
Postal Code:	11590-5131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1056715	ARTHUR TREACHER'S FISH & CHIPS
Registration Number:	1114186	ARTHUR TREACHER'S FISH & CHIPS
Registration Number:	1127121	ORIGINAL
Registration Number:	1152573	ARTHUR TREACHER'S
Registration Number:	1153509	ARTHUR TREACHER'S
Registration Number:	2314166	ARTHUR TREACHER'S FISH & CHIPS
Registration Number:	2326026	KRUNCH PUP

CORRESPONDENCE DATA

Fax Number: (312)236-7516
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312/368-4000
 Email: ch.tm@dlapiper.com
 Correspondent Name: Keith W. Medansky
 Address Line 1: P. O. Box 64807

CH \$190.00 1056715

Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:

246486-125

NAME OF SUBMITTER:

Keith W. Medansky

Signature:

/keith w medansky/

Date:

03/10/2006

Total Attachments: 6

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EXHIBIT I
FORM OF TRADEMARK ASSIGNMENT

Trademark Assignment

This Agreement, entered into on February 28, 2006 ("Effective Date") is by and between PAT Franchise Systems, Inc., a Delaware corporation, its successors and assigns ("Seller") NF Treachers Corp., a Delaware corporation ("Buyer").

Whereas, pursuant to the terms and provisions of that certain Purchase Agreement of even date herewith between Seller and Buyer, (the "Purchase Agreement"), Seller wishes to assign to Buyer all of its right, title and interest in and to the trademarks specified in Exhibit 1 attached hereto and incorporated herein by reference (the "Marks"), and the applications and registrations therefor in the United States and elsewhere ("Applications and Registrations"); and

Whereas, Buyer wishes to acquire all of Seller's rights in and to the Marks and the Applications and Registrations therefor.

Now Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:


1. Subject to and upon the terms and conditions set forth in this Agreement, Seller hereby assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the Marks, Applications and Registrations, including common law and renewal rights therein, together with the business, or portion thereof, to which the Mark pertains, the goodwill symbolized by any and all use of the Marks, and the exclusive right to enforce and to obtain registrations therefor in the United States and throughout the world in the sole name of Buyer, its successors or assigns, and including the goodwill of the Business (as defined in the Purchase Agreement) associated therewith.

2. Seller shall have no further or continuing interest in the Trademarks, Applications or Registrations, except as otherwise expressly set forth by the parties.

3. Simultaneously with its execution hereof, Seller shall execute the form of Recordation Cover Sheet annexed hereto as Exhibit 2. Seller agrees to execute such other documents as may be requested by Buyer to give effect to the terms hereof.

IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

PAT FRANCHISE SYSTEMS, INC.

By: 
Name: Jeffrey Bentzen
Title: President

NF TREACHERS CORP.

By: _____
Name:
Title:

3. Simultaneously with its execution hereof, Seller shall execute the form of Recordation Cover Sheet annexed hereto as Exhibit 2. Seller agrees to execute such other documents as may be requested by Buyer to give effect to the terms hereof.

IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

PAT FRANCHISE SYSTEMS, INC.

By: _____
Name:
Title:

NF TREACHERS CORP.


By:  _____
Name: ERIC GATOFF
Title: VP + CORPORATE COUNSEL

EXHIBIT 1

Trademark:	Reg No.:	Reg Date:	Country:
ARTHUR TREACHER'S FISH & CHIPS	1056715	01/18/1977	United States
ARTHUR TREACHER'S FISH & CHIPS	1114186	02/27/1979	United States
ORIGINAL	1127121	11/27/1979	United States
ARTHUR TREACHER'S	1152573	04/28/1981	United States
ARTHUR TREACHER'S	1153509	05/05/1981	United States
ARTHUR TREACHER'S FISH & CHIPS	2314166	02/01/2000	United States
KRUNCH PUP	2326026	03/07/2000	United States
ARTHUR TREACHER'S	4743103		Japan
ARTHUR TREACHER'S	3451520		China
ARTHUR TREACHER'S	3451519		China

Schedule 2.7

Trademark and Copyright Registrations and Applications

Trademark registrations as set forth below.

Trademark:	Reg No.:	Reg Date:	Country:
ARTHUR TREACHER'S FISH & CHIPS	1056715	01/18/1977	United States
ARTHUR TREACHER'S FISH & CHIPS	1114186	02/27/1979	United States
ORIGINAL	1127121	11/27/1979	United States
ARTHUR TREACHER'S	1152573	04/28/1981	United States
ARTHUR TREACHER'S	1153509	05/05/1981	United States
ARTHUR TREACHER'S FISH & CHIPS	2314166	02/01/2000	United States
KRUNCH PUP	2326026	03/07/2000	United States
ARTHUR TREACHER'S	4743103		Japan
ARTHUR TREACHER'S	3451520		China
ARTHUR TREACHER'S	3451519		China

There are no copyright registrations.

Schedule 2.7(a)

Intellectual Property

- (i) all names, logos, trademarks and service marks relating to the “Arthur Treacher’s” brand, products and/or restaurant system;
- (ii) all proprietary formulas, recipes, systems, manufacturing and cooking procedures and processes, vendor agreements, equipment and fixture specifications, lists of equipment and fixture suppliers, operating manuals, marketing manuals, prototype plans and all other proprietary information relating to the “Arthur Treacher’s” brand, products and/or restaurant system; AND
- (iii) any and all other intellectual property (including, without limitation, trade secrets, domain names, websites, copyrights, etc.) relating to the “Arthur Treacher’s” brand, products and/or restaurant system .

There is no material third party intellectual property