

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
University Restaurant Group, Inc.		04/28/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	King's Seafood Company, LLC		
Street Address:	3185 Airway Avenue, Suite H		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2346120	KING'S SEAFOOD CO.	
Registration Number:	2136887	555 EAST	
Registration Number:	2114105	WATER GRILL	
Registration Number:	1781928	WATER GRILL	
CORRESPONDENCE DATA			
Fax Number:	(562)435-6014		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(562) 432-0453		
Email:	doCKETlb@fulpat.com		
Correspondent Name:	Fulwider Patton LLP		
Address Line 1:	200 Oceangate, Suite 1550		
Address Line 4:	Long Beach, CALIFORNIA 90802		
ATTORNEY DOCKET NUMBER:	UNIVE.39687		
NAME OF SUBMITTER:	Jessie K. Reider		

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Signature:	/JKR/
Date:	12/11/2006
Total Attachments: 7 source=UNIVE Assignment Doc#page1.tif source=UNIVE Assignment Doc#page2.tif source=UNIVE Assignment Doc#page3.tif source=UNIVE Assignment Doc#page4.tif source=UNIVE Assignment Doc#page5.tif source=UNIVE Assignment Doc#page6.tif source=UNIVE Assignment Doc#page7.tif	

CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is made as of this 28th day of April, 2006 by and among University Restaurant Group, Inc., a California corporation ("Contributor"), and King's Seafood Company, LLC, a Delaware limited liability company ("Holding Company").

RECITALS:

A. Holding Company has been formed and organized under the laws of the State of Delaware for the purposes of effecting the transactions contemplated in this Agreement and to conduct such other business and affairs as the manager of Holding Company may from time to time find in the best interests of Holding Company. The Contributor will be the manager of Holding Company, with such rights and obligations as are set forth in that certain Operating Agreement of Holding Company dated as of even date herewith, a copy of which is attached hereto as Exhibit A (the "Operating Agreement").

B. The Contributor manages the administrative, financial and logistical operations for (i) certain wholly-owned restaurants, including: 555 East, Ocean Avenue Seafood, Water Grill, I Engini and King's Fish House restaurants in Long Beach, Orange, Rancho Cucamonga, Corona, and Huntington Beach, California (scheduled to open in Fall 2006) and in Henderson, Nevada (collectively, the "Contributor-Owned Restaurants"), and (ii) certain restaurant subsidiaries, including King's Fish House LH, L.P., a California limited partnership, King's Fish House Calabasas, a California limited partnership, and King's Seafood III, L.P., a California limited partnership (collectively, the "Restaurant Partnerships") which each own one or more King's Fish House restaurants.

C. Holding Company desires to acquire substantially all of the assets and liabilities of the Contributor, and the Contributor desires to contribute and transfer such assets and liabilities to Holding Company and to receive, in exchange therefor, Units of Holding Company, as that term is defined in the Operating Agreement.

D. This Agreement is being entered into by the parties as part of a unified plan of contribution and exchange of stock (the "Plan") that is intended by the parties to qualify for non-recognition treatment under Section 721 of the Internal Revenue Code of 1986, as amended (the "Code"). None of the parties to this Agreement has made or is making any representations or warranties with respect to whether the transactions being consummated pursuant to and as part of the Plan will comply with the requirements of Code Section 721 or as to the consequences, under applicable federal, state or other tax laws, of such transactions to the parties to this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants, warranties and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

CONTRIBUTION OF ASSETS

1.1 **Contribution of Assets.** Subject to the terms and conditions of this Agreement, the Contributor hereby contributes, conveys, transfers, assigns and delivers to Holding Company, free and clear of any and all liens and encumbrances, all of the right, title and interest in and to the assets of the Contributor listed in subsections (a) – (c) below, wherever located (collectively referred to herein as the “Assets”) and Holding Company hereby accepts the contribution of the Assets from the Contributor. The Assets shall include the following assets of the Contributor:

(a) **Intellectual Property.** All patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, manufacturing processes, formulae, trade secrets, customer lists and know how of the Contributor as set forth on Schedule 1.1(a) (collectively the “Intellectual Property”);

(b) **Partnership Interests.** All right, title and interest to one hundred percent (100%) of its general partnership interests and limited partnership interests in each of the Restaurant Partnerships (collectively the “Partnership Interests”); and

(c) **Restaurants.** All right, title and interest in and to the Contributor-Owned Restaurants.

1.2 **Assets Being Retained.** Except for those assets set forth in Section 1.1 above, the Contributor shall retain right, title and interest in and to all of its assets.

1.3 **Consideration for the Assets; Membership Interest.** At the Closing, in exchange for the Assets and subject to the terms and conditions of this Agreement and the Operating Agreement, Contributor shall receive 5,417,499 Units in Holding Company.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE CONTRIBUTOR

As a material inducement to Holding Company to enter into this Agreement, Contributor makes the representations and warranties set forth in this Article 2.

2.1 **Organization of the Contributor.** Contributor is a California corporation, duly organized, validly existing and in good standing under the laws of the State of California, is qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the ownership of its property or the conduct of its business requires such qualification, except where failure to so qualify would not have a material adverse effect upon its business, the Assets or its financial condition, and has all necessary corporate power and authority to carry on its business as it is now being conducted, and to own or lease and operate its properties and assets.

2.2 **Authorization and Approvals.** This Agreement is the legal, valid and binding obligation of the Contributor, enforceable in accordance with its terms, subject to judicial discretion regarding specific performance or other equitable remedies, and except as may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws relating to or affecting the

enforcement of creditors rights and remedies generally. No further approvals or consents by, or filing with, any federal, state, municipal, foreign or other court or governmental or administrative body or agency or any other third party is required in connection with the execution and delivery by the Contributor of this Agreement or the consummation of the transactions contemplated hereby.

2.3 **No Violations.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby or thereby, will (a) violate any provision of the Certificate of Incorporation or Bylaws of the Contributor, (b) violate, or be in conflict with, or constitute a default (or other event which, with the giving of notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any material lease, license, promissory note, contract, agreement, mortgage, deed of trust or other instrument or document to which the Contributor or any of its properties or assets may be bound, or (c) violate any material order, writ, injunction, decree, law, statute, rule or regulation of any court or governmental authority applicable to the Contributor or any of its properties or assets.

2.4 **Intellectual Property.** Contributor owns or possesses adequate licenses or other rights to use all Intellectual Property, and no claim is pending or, to the best of the Contributor's knowledge, threatened to the effect that the operations of the Contributor infringe upon or conflict with the asserted rights of any other person under any Intellectual Property, and to the best of the Contributor's knowledge there is no basis for any such claim (whether or not pending or threatened). No claim is pending or, to the best of the Contributor's knowledge, threatened to the effect that any such Intellectual Property owned or licensed by the Contributor, or which the Contributor otherwise has the right to use, is invalid or unenforceable by the Contributor, and to the best of the Contributor's knowledge there is no basis for any such claim (whether or not pending or threatened). To the best of the Contributor's knowledge, all technical information developed by and belonging to the Contributor has been kept confidential.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF HOLDING COMPANY

As a material inducement to the Contributor to enter into this Agreement, Holding Company makes the representations and warranties set forth in this Article 3.

3.1 **Organization; Good Standing; Qualification and Power.** Holding Company is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite power to own, lease and operate its assets and to carry on its business as presently contemplated to be conducted hereafter, and is qualified to do business and in good standing in every jurisdiction in which the failure to so qualify or be in good standing, individually or in the aggregate, could have a material adverse effect on Holding Company.

3.2 **Authorization and Approvals.** This Agreement is the legal, valid and binding obligation of Holding Company, enforceable in accordance with its terms, subject to judicial discretion regarding specific performance or other equitable remedies, and except as may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws relating to or affecting the enforcement of creditors rights and remedies generally. This Agreement has been duly and validly authorized by all necessary action of Holding Company, and no further approvals or consents by, or filing with, any federal, state, municipal, foreign or other court or governmental or administrative

body or agency is required in connection with the execution and delivery by Holding Company of this Agreement, or the consummation by Holding Company of the transactions contemplated hereby.

3.3 **No Violations.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, will (a) violate any provision of the Operating Agreement or Certificate of Formation of Holding Company, (b) violate, or be in conflict with, or constitute a default (or any event which, with the giving of notice or lapse of time or both, would constitute a default) under any material agreement or instrument to which Holding Company is a party or by which Holding Company is bound, or (c) violate any order, writ, injunction, decree, law, statute, rule or regulation of any court or governmental authority applicable to Holding Company.

3.4 **Interest in Holding Company.**

(a) Immediately upon consummation of the transactions with the Contributor as herein contemplated, and the concurrent closing of the offer to holders of limited partnership interests in the Restaurant Partnerships to exchange their limited partnership interests for Units in the Holding Company, the Units held by Contributor in the Holding Company shall represent ninety and six-tenths (90.6%) of the outstanding Units in Holding Company, subject to adjustment in the event that not all of the limited partnership interests in the Restaurant Partnerships are validly tendered and accepted by Holding Company.

(b) Assuming the accuracy of the representations and warranties of the Contributor contained in the Operating Agreement and incorporated by reference herein, the offer and issue of the membership interests of Holding Company are and will be exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "1933 Act"), and are exempt from registration and qualification under the registration, permit or qualification requirements of all applicable state securities laws.

ARTICLE 4

INDEMNIFICATION

4.1 **Indemnification.**

(a) **Contributor Obligations.** Contributor will indemnify, hold harmless and defend Holding Company and its affiliates against any claim, suit or proceeding and any damages or liability therefrom or settlement thereof (including reasonable fees of attorneys and related costs) to the extent (a) based on a claim that any of the Assets infringes any U.S. copyright, trademark, patent, trade secret, publicity, privacy or other rights of any person, provided that Contributor will have no liability for any modifications to the Assets made solely by Holding Company or its affiliates, or (b) resulting from a breach, or based on a claim that, if true, would be a breach, of this Agreement by Contributor, including, without limitation, a breach of the representations and warranties of Section 2.

(b) **Holding Company Obligations.** Holding Company will indemnify, hold harmless and defend Contributor against any claim, suit or proceeding and any damages or liability therefrom or settlement thereof (including reasonable fees of attorneys and related costs) resulting

from a breach, or based on a claim that, if true, would be a breach, of this Agreement by Holding Company, including, without limitation, a breach of the representations and warranties of Section 3.

(c) **Indemnification Procedures.** A party ("Indemnifying Party") will not be obligated to indemnify, hold harmless or defend the other party ("Indemnified Party") unless the Indemnified Party (a) provides prompt notice of the commencement of the claim, suit or proceeding for which indemnification is sought, (b) cooperates with the indemnifying party, and (c) allows the indemnifying party to control the defense, provided that (i) the Indemnified Party may, at its option and expense, participate and appear on an equal footing with the Indemnifying Party in the claim, suit or proceeding, and (ii) neither party may settle a claim, suit or proceeding without approval of the other party, which approval will not be unreasonably withheld or delayed.

(d) **Remedies for Alleged Infringement.** If a permanent injunction is obtained in an action against Holding Company's use or receipt of any of the Assets, or if in Contributor's opinion such Asset is likely to become the subject of a permanent injunction, Contributor shall at its option and expense: (i) procure for Holding Company the right to continue using or receiving such Asset; (ii) replace or modify such Asset so that it becomes non-infringing; or (iii) take such other action as reasonably and mutually agreed by the Contributor and Holding Company.

ARTICLE 5

MISCELLANEOUS

5.1 **Closing.** The transactions contemplated in this Agreement shall be consummated at the closing (the "Closing"), which shall take place immediately upon execution of this Agreement, unless extended by mutual written agreement of the parties.

5.2 **Survival.** The respective representations and warranties of the parties contained herein or in any certificates or the documents delivered prior to or at the Closing shall not be deemed waived or otherwise affected by any investigation made by any party hereto, and shall survive the Closing.

5.3 **Notices.** Except as otherwise provided in this Agreement, all notices and other communications and legal process shall be in writing and shall be personally delivered, transmitted by facsimile, delivered by an overnight courier or transmitted by postage prepaid, registered or certified mail with return receipt requested, as elected by the party giving such notice, addressed as set forth on the signature page hereto.

Notices shall be deemed to have been given: (i) on the fifth (5th) business day after posting, if mailed as described above, (ii) on the date of receipt, if delivered personally, or (iii) on the next business day after transmission by facsimile or delivery by overnight courier, if confirmations of completed transmission or delivery have been received. Any party hereto may change his, her or its address specified on the signature page hereto by giving written notice to the other parties hereto in the same manner as specified in this Section 5.3.

5.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

5.5 **Entire Agreement.** Unless otherwise specifically agreed in writing, this Agreement and the schedules and exhibits attached hereto represent the entire understanding of the parties with reference to the transactions set forth herein, and supersede all prior representations, warranties, understandings and agreements heretofore made by the parties, and neither this Agreement nor any provisions hereof may be amended, waived, modified or discharged except by an agreement in writing signed by the party against whom the enforcement of any amendment, waiver, change or discharge is sought.

5.6 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No party may transfer or assign its respective rights or obligations under this Agreement.

5.7 **Captions.** The captions of the various sections and subsections hereof and in the annexes and schedules attached hereto are for convenience of reference only, and shall not affect the meaning or construction of any provision hereof or of any such annexes or schedules.

5.8 **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

5.9 **Governing Law.** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Delaware without regard for conflicts of laws principles.

5.10 **Severability; Construction.** In the event any provision hereof is determined to be invalid or unenforceable, the remaining provisions hereof shall be deemed severable therefrom and shall remain in full force and effect. Words and phrases defined in the plural shall also be used in the singular and vice versa and be construed in the plural or singular as appropriate and apparent in the context used.

5.11 **Attorneys' Fees.** In the event of any action at law or in equity in relation to this Agreement, the prevailing party in such action or suit shall be entitled to receive its reasonable attorneys' fees and all other costs and expenses of such action or suit.

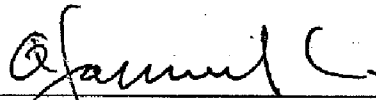
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the
day and year first written above.

Addresses:

3185 Airway Avenue, Suite H
Costa Mesa, California 92626

3185 Airway Avenue, Suite H
Costa Mesa, California 92626

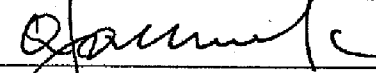
UNIVERSITY RESTAURANT GROUP, INC.
a California corporation

By: 

Its: CEO

Print Name: A Samuel King

KING'S SEAFOOD COMPANY, LLC
a Delaware limited liability company

By: 

Its: CEO - URG Manager

Print Name: A Samuel King