

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
The Mastro Group LLC		05/16/2007	LIMITED LIABILITY COMPANY: ARIZONA
Prime Restaurants, LLC		05/16/2007	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Rare Restaurant Group LLC		
Street Address:	c/o Kinderhook Industries		
Internal Address:	888 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2980622	MASTRO'S STEAKHOUSE M	
Registration Number:	3073219	MASTRO'S OCEAN CLUB FISH HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-446-4800		
Email:	hsmith@kirkland.com		
Correspondent Name:	Attn: Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40462-40 (MASTROS - NY)		

CH \$65.00 2980622

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	05/17/2007
Total Attachments: 6 source=Mastro Trademark Assignment#page1.tif source=Mastro Trademark Assignment#page2.tif source=Mastro Trademark Assignment#page3.tif source=Mastro Trademark Assignment#page4.tif source=Mastro Trademark Assignment#page5.tif source=Mastro Trademark Assignment#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 16, 2007 ("Effective Date") by and among PRIME RESTAURANTS, LLC, an Arizona limited liability company, and THE MASTRO GROUP LLC, an Arizona limited liability company, each with its principal office at 16441 North 90th Street, Scottsdale, Arizona 85260 (collectively, "Assignor"), and RARE RESTAURANT GROUP, LLC, a Delaware limited liability company, a Delaware limited liability company, with its principal office at c/o Kinderhook Industries, LLC, 888 Seventh Avenue, Suite 1600, New York, New York 10106 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 22, 2007, as amended (the "Agreement"), pursuant to which Assignor has agreed to assign to Assignee all of the intellectual property rights owned by, used by and held for use by Assignor with respect to the business being conducted as "Mastro's Steakhouse" and "Mastro's Ocean Club Fish House" as further defined in the Agreement as the "Business;"

WHEREAS, in connection with the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto and the state registrations set forth on Schedule B hereto, in each case, together with the goodwill associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to the Business, and that Business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys, consistent with Section 1A of the Agreement, to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, and any renewals and extensions of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable states or foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance as reasonably necessary or requested by Assignee (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

RARE RESTAURANT GROUP, LLC



Name: Thomas Herman

Title: CEO - President

ASSIGNOR:

PRIME RESTAURANTS, LLC

Name: _____

Title: _____

THE MASTRO GROUP LLC

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

RARE RESTAURANT GROUP, LLC

Name: _____

Title: _____

ASSIGNOR:

PRIME RESTAURANTS, LLC

Name: Jeffrey J. MASTRO

Title: President

THE MASTRO GROUP LLC

Name: Jeffrey J. MASTRO

Title: President

TRADEMARK

REEL: 003544 FRAME: 0708

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date	Owner
MASTRO'S STEAKHOUSE	2,980,622	August 2, 2005	PRIME RESTAURANTS, LLC
MASTRO'S OCEAN CLUB FISH HOUSE	3,073,219	March 28, 2006	PRIME RESTAURANTS, LLC

SCHEDULE B

STATE TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Owner
MASTRO'S STEAKHOUSE	California Reg. No. 55686	December 19, 2001	MICHAEL MASTRO D/B/A PRIME RESTAURANTS, LLC
MASTRO'S STEAKHOUSE	Arizona File ID No. 196247	July 27, 1998	THE MASTRO GROUP, L.L.C.
MASTRO'S OCEAN CLUB FISH HOUSE	Arizona File ID No. 294578	January 1, 2002	MIKE MASTRO D/B/A PRIME RESTAURANTS, LLC