

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C.

FORM S-8

REGISTRATION STATEMENT

under

THE SECURITIES ACT OF 1933

NATHAN'S FAMOUS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE

11-3166443

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer Identification No.)

1400 OLD COUNTRY ROAD, WESTBURY, NEW YORK
(Address of principal executive offices)

11590
(Zip Code)

NATHAN'S FAMOUS, INC. -- MIAMI SUBS STOCK OPTIONS
(Full Title of the Plan)

WAYNE NORBITZ, PRESIDENT

NATHAN'S FAMOUS, INC.

1400 OLD COUNTRY ROAD

WESTBURY, NEW YORK 11590

(Name and address of agent for service)

(516) 338-8500

(Telephone number, including area code, of agent for service)

copy to:

NANCY D. LIEBERMAN, ESQ.

BLAU, KRAMER, WACTLAR & LIEBERMAN, P.C.

100 JERICHO QUADRANGLE

JERICHO, NEW YORK 11753

(516) 822-4820

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Security (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee
Common Stock, par value \$.01 per share together with the associated common stock purchase rights	525,590 shs. (2)	\$3.2188	\$1,691,743	\$447

(1) Estimated solely for the purpose of calculating the registration fee, based upon the average of the bid and asked prices of the Company's Common Stock on the Nasdaq National Market System on December 16, 1999.

(2) This Registration Statement also covers an indeterminate number of additional shares of Common Stock which may become issuable pursuant to anti-dilution and adjustment provisions of the options.

NATHAN'S FAMOUS, INC.

SUMMARY OF OPTIONS GRANTED TO
EMPLOYEES OF MIAMI SUBS CORPORATION

In November 1998, Nathan's Famous, Inc. acquired approximately 30% of the issued and outstanding common stock of Miami Subs Corporation. We acquired the balance of the issued and outstanding common stock of Miami Subs on September 30, 1999, pursuant to a merger agreement dated as of January 15, 1999, as amended. Under the terms of the merger agreement, we assumed the options Miami Subs had granted to current and former employees of Miami Subs employees under the Miami Subs Corporation 1990 Executive Option Plan and converted them into Nathans options. Consequently, we granted non-qualified stock options to a total of 29 persons covering a total of 525,590 shares of our common stock.

The stock options expire on various dates from December 2000 through September 30, 2009, depending on the term of the original Miami Subs option. The options have exercise prices ranging from \$3.1875 to \$22.25.

The options may not be sold, pledged, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the optionee, only by the optionee.

In the case of 15 of the optionees, if the optionee ceases to have a relationship with us as an employee, director, officer or consultant, and such relationships terminate for any reason other than death, disability, or retirement, he may, for a thirty (30) or ninety (90) day period from the date he stops having a relationship with us, exercise his options to the extent that the options were exercisable as of the date of his termination. To the extent that the optionee was not entitled to exercise an option at the date of such termination, or he does not exercise the option (which he was entitled to exercise) within the thirty day period, the option terminates. The options of the remaining 14 optionees continue to be exercisable for the balance of the option term notwithstanding the termination of their relationship with us. If the optionee retires, dies or becomes disabled while she is an employee, director, officer or consultant, the optionee's estate or any person who acquires the right to exercise the option by bequest or inheritance or by reason of the death of the optionee may exercise her option at any time within the period of twelve (12) months from the date of the optionee's death. In each case the option will be exercisable only to the extent it was exercisable on the date of such termination of employment.

In the event of a change in control (as defined in the option agreement) of our company all options become immediately and fully exercisable.

Our reports and registration statements filed with the Securities and Exchange Commission pursuant to the provisions of the Securities Exchange Act of 1934, are incorporated by reference herein and these documents, as well as our annual report to shareholders, its latest prospectus filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended, are available upon written or oral request from our Secretary or Treasurer, at our offices at Nathan's Famous, Inc., 1400 Old Country Road, Westbury, New York 11590. We do not intend to furnish any reports to participating employees as to the amount and status of their options.

FEDERAL INCOME TAX CONSEQUENCES

The following is a brief summary of the principal federal income tax consequences under current federal income tax laws relating to the options. This summary is not intended to be exhaustive. Among other things, it does not describe state, local or foreign income tax consequences.

We understand that under present federal tax laws, the grant of stock options creates no tax consequences for an optionee or for us. Upon exercising a nonqualified stock option, the optionee must generally recognize ordinary income equal to the "spread" between the exercise price and the fair market value of the common stock on the date of exercise. The fair market value of the shares on the date of exercise will constitute the tax basis for the shares for computing gain or loss on their subsequent sale.

Compensation that is subject to a substantial risk of forfeiture generally is not included in income until the risk of forfeiture lapses. Under current law, optionees who are either directors, officers or more than 10% stockholders are subject to the "short-swing" insider trading restrictions of Section 16(b) of the Exchange Act of 1934. The Section 16(b) restriction is considered a substantial risk of forfeiture for tax purposes. Consequently, the time of recognition of compensation income and its amount will be determined when the restriction ceases to apply. The Section 16(b) restriction lapses six months after the date of exercise.

Nevertheless, an optionee who is subject to the Section 16(b) restriction is entitled to elect to recognize income on the date of exercise of the option. The election must be made within 30 days of the date of exercise. If the election is made, the results are the same as if the optionee were not subject to the Section 16(b) restriction.

If permitted by our board of directors and if the optionee pays the exercise price of an option in whole or in part with previously-owned shares of common stock, the optionee's tax basis and holding period for the newly-acquired shares is determined as follows: As to a number of newly-acquired shares equal to the number of previously-owned shares used by the optionee to pay the exercise price, the optionee's tax basis and holding period for the previously-owned shares will carry over to the newly-acquired shares on a share-for-share basis, thereby deferring any gain inherent in the previously-owned shares. As to each remaining newly acquired share, the optionee's tax basis will equal the fair market value of the share on the date of exercise and the optionee's holding period will begin on the day after the exercise date. The optionee's compensation income and our deduction will not be affected by whether the exercise price is paid in cash or in shares of common stock.

We will generally be entitled to a deduction for federal income tax purposes at the same time and in the same amount as an optionee is required to recognize ordinary compensation income. We will be required to comply with applicable federal income tax withholding and information reporting requirements with respect to the amount of ordinary compensation income recognized by the optionee. If our board of directors permits shares of common stock to be used to satisfy tax withholding, such shares will be valued at their fair market value on the date of exercise.

When a sale of the acquired shares occurs, an optionee will recognize capital gain or loss equal to the difference between the sales proceeds and the tax basis of the shares. Such gain or loss will be treated as capital gain or loss if the shares are capital assets. The capital gain or loss will be long-term

capital gain or loss treatment if the shares have been held for more than 12 months. There will be no tax consequences to us in connection with a sale of shares acquired under an option.

RESTRICTION ON REOFFERS OR RESALES OF COMMON STOCK
ACQUIRED UPON THE EXERCISE OF OPTIONS

Miami Subs employees who receive shares of our common stock upon the exercise of options may from time to time sell all or a part of such common stock. In some instances, there may be restrictions on the amount and manner of such sales by reason of pertinent provisions of the securities laws and the rules thereunder. Optionees should consult with legal counsel about the securities law implications of the exercise of options and the acquisition or disposition of shares of common stock received upon the exercise of options.

Pursuant to Section 16(b) of the Exchange Act, if an optionee, while an officer, director or holder of ten percent (10%) or more of our common stock, (i) acquires any of our equity securities (other than shares of common stock acquired upon the exercise of the options granted to Miami Subs employees or another of our stock option plans, if the grant is exempt from Section 16(b)), and (ii) within six months before or after such acquisition sells any of our equity securities, including common stock acquired upon the exercise of options, then the optionee will be required to repay to us any profit attributable to the two transactions. Further, reoffers and resales of common stock received upon the exercise of options granted in connection with the Miami Subs acquisition by participants who are our "affiliates" must be made pursuant to a separate prospectus or pursuant to the provisions of Rule 144 under the Securities Act or pursuant to another applicable exemption from the registration requirements of the Securities Act. Such reoffers or resales may not be made pursuant to this prospectus.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference into this Registration Statement the documents listed in (a) and (b) below:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended March 28, 1999;
- (b) The Registrant's Quarterly Report on Form 10-Q for the fiscal quarters ended June 27, 1999 and September 26, 1999;
- (c) The Registrant's Current Report on Form 8-K dated September 30, 1999; and
- (d) The description of the class of securities to be offered which is contained in a registration statement filed under Section 12 of the Securities Exchange Act of 1934 (File No. 0- 3189) including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which indicates that all securities offered have been sold or which deregisters all such securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Under the provisions of the Certificate of Incorporation and By-Laws of Registrant, each person who is or was a director or officer of Registrant shall be indemnified by Registrant as of right to the full extent permitted or authorized by the General Corporation Law of Delaware.

Under such law, to the extent that such person is successful on the merits of defense of a suit or proceeding brought against him by reason of the fact that he is a director or officer of Registrant, he shall be indemnified against expenses (including attorneys' fees) reasonably incurred in connection with such action.

If unsuccessful in defense of a third-party civil suit or a criminal suit is settled, such a person shall be indemnified under such law against both (1) expenses (including attorneys' fees) and (2) judgments, fines and amounts paid in settlement if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of Registrant, and with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful.

If unsuccessful in defense of a suit brought by or in the right of Registrant, or if such suit is settled, such a person shall be indemnified under such law only against expenses (including attorneys' fees) incurred in the defense or settlement of such suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of Registrant except that if such a person is adjudicated to be liable in such suit for negligence or misconduct in the performance of his duty to Registrant, he cannot be made whole even for expenses unless the court determines that he is fairly and reasonably entitled to be indemnified for such expenses.

The officers and directors of the Company are covered by officers' and directors' liability insurance. The policy coverage is \$10,000,000 which includes reimbursement for costs and fees. There is a maximum aggregate deductible for each loss under the policy of \$150,000. The Company has entered into Indemnification Agreements with its officers and directors. The Agreements provide for reimbursement for all direct and indirect costs of any type or nature whatsoever (including attorneys' fees and related disbursements) actually and reasonably incurred in connection with either the investigation, defense or appeal of a Proceeding, as defined, including amounts paid in settlement by or on behalf of an indemnitee.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Westbury, New York on the 16th day of December, 1999.

NATHAN'S FAMOUS, INC.

By: s/Wayne Norbitz
Wayne Norbitz
President and Chief Operating Officer

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed on December 16, 1999 by the following persons in the capacities indicated. Each person whose signature appears below constitutes and appoints Wayne Norbitz and Ronald G. DeVos, and each of them acting individually, with full power of substitution, our true and lawful attorneys-in-fact and agents to do any and all acts and things in our name and on our behalf in our capacities indicated below which they or either of them may deem necessary or advisable to enable Nathan's Famous, Inc. to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement including specifically, but not limited to, power and authority to sign for us or any of us in our names in the capacities stated below, any and all amendments (including post-effective amendments) thereto, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as we might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Signature -----	Title -----
s/Howard M. Lorber Howard M. Lorber	Chairman of the Board and Chief Executive Officer
s/Wayne Norbitz Wayne Norbitz	President, Chief Operating Officer and Director (Principal Executive Officer)
s/Ronald G. DeVos Ronald G. DeVos	Vice President - Finance Chief Financial Officer and Secretary (Principal Financial and Accounting Officer)
s/Robert J. Eide Robert J. Eide	Director
s/Barry Leistner Barry Leistner	Director
s/Donald Perlyn Donald Perlyn	Director
s/Attilio F. Petrocelli Attilio F. Petrocelli	Director

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

NATHAN'S FAMOUS, INC.

Form S-8 Registration Statement

E X H I B I T I N D E X

Exhibit Number	Exhibit Description	Page No. in Sequential Numbering of all Pages, including Exhibit Pages
4	Form of Option Agreement.....	9
5	Opinion and Consent of Counsel.....	14
23.1	Consent of Counsel	See Exhibit 5
23.2	Consent of Arthur Andersen LLP	16
24	Powers of Attorney	See signature pages

NATHAN'S FAMOUS, INC.
NON-QUALIFIED
STOCK OPTION AGREEMENT -
MIAMI SUBS CORPORATION OPTIONS

THIS AGREEMENT made as of the 1st day of October, 1999, by and between NATHAN'S FAMOUS, INC., a Delaware corporation ("Corporation"), _____ ("Optionee").

R E C I T A L S

WHEREAS, the Corporation and Miami Subs Corporation entered into a Merger Agreement dated as of January 15, 1999, as amended, pursuant to which the Miami Subs has become a wholly-owned subsidiary of the Corporation; and

WHEREAS, the Optionee was a holder of outstanding options to purchase shares of Miami Subs common stock; and

WHEREAS, pursuant to the terms of the merger agreement the Corporation has assumed the outstanding Miami Subs options and such options were converted into options to purchase shares of the Corporation's common stock, \$.01 par value;

WHEREAS, this Agreement evidences the grant by the Corporation of such assumed option upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Number of Shares and Price. The Corporation hereby grants to the Optionee an option ("Option") to purchase _____ shares of Common Stock. The option exercise price ("Option Price") is \$_____ per share.

2. Term and Exercise. The Option shall be exercisable in whole or in part until _____ for all of the shares covered hereby. The Option shall not be exercised in part for less than 100 shares of Common Stock (unless there are fewer than 100 shares remaining to be exercised).

[Notwithstanding the forgoing, if Optionee ceases to have a relationship with the Corporation as an employee, director, officer or consultant, and such relationships terminate for any reason other than death, disability, or retirement, the term of this Option shall end and the exercisability of the Option shall cease thirty (30) days following the termination of the last remaining of such relationships.]

Upon the disability, retirement or death of the Optionee, he or his executors, administrators or the person or persons to whom the Option has been transferred by will or by the laws of descent and distribution, as the case may be, shall have twelve (12) months from the date of disability, retirement or death to exercise that Option.

3. Payment. In exercising all or part of the Option, the Optionee shall notify the Corporation in writing, of (a) the number of shares being purchased, (b) the total Option Price for the shares being purchased, (c) the exact name as it should appear on the stock certificate to be issued for the shares being purchased, and (d) the address to which the stock certificate should be sent. The shares being purchased may be paid for in whole or in part in (a) cash or (b) whole shares of Common Stock evidenced by negotiable certificates, at the Fair Market Value thereof on the date of exercise. Certificates for the purchased shares will be issued and delivered to the Optionee as soon as practicable after the receipt of such payment; provided that delivery of any such shares shall be deemed effected for all purposes when the stock transfer agent of the Corporation shall have deposited such certificates in the United States mail, addressed to Optionee, at the address specified pursuant to this Section 3.

4. Executors and Administrators. Whenever the word "Optionee" is used in any provisions of this Agreement under circumstances where the provision should logically be construed to apply to the executors, administrators, or the person or persons to whom the Option may be transferred by will or by the laws of descent and distribution, the word "Optionee" shall be deemed to include such person or persons.

5. Transferability. The Option granted hereunder is not transferable by Optionee, in whole or in part, otherwise than by will or by the laws of descent and distribution and is exercisable during Optionee's lifetime only by him. No assignment or transfer of the Option granted hereunder, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except by will or the laws of descent and distribution), shall vest in the assignee or transferee any interest or right therein whatsoever, but immediately upon any such assignment or transfer the Option shall terminate and become of no further effect

6. Shareholder Status. Optionee shall not be deemed for any purpose to be a shareholder of the Corporation in respect of any shares as to which the Option granted hereunder has not yet been exercised. With respect to any shares which have been exercised under the Option, Optionee shall be deemed to be a shareholder when such shares have been issued to Optionee by the Corporation.

7. Reorganizations. The existence of the Option granted hereunder shall not affect in any way the right or the power of the Corporation or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Corporation's capital structure or its business, or any merger or consolidation of the Corporation, or any issue of bonds, debentures, preferred or prior preference stocks ahead of or affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Corporation, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

8. No Exercise in Violation of Law. Notwithstanding any of the provisions hereof. Optionee hereby agrees that he will not exercise the Option granted hereby, and that the Corporation will not be obligated to issue any shares to the Optionee hereunder, if the exercise thereof or the issuance of such shares shall constitute a violation by the Optionee or the Corporation of any provision of any law or regulation of any governmental authority. Any determination in this connection by the Board of Directors of the Corporation shall be final, binding and conclusive.

9. Adjustment Upon Change in Common Stock Should the Corporation effect one or more Common Stock dividends, stock splits, subdivisions, or consolidations of shares or other similar changes in capitalization then the terms of the Option may be adjusted as the Corporation's Board of Directors in its discretion shall determine to be equitably required.

The issuance by the Corporation of shares of Common Stock of any class or securities convertible into shares of Common Stock of any class, for cash or property or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Corporation convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to the Option.

10. Effect on Employment. This Agreement shall not confer upon any employee any right to continue in the employ of the Corporation, or in any way affect any right and power of the Corporation to terminate the employment of any employee at any time with or without assigning a reason therefor.

11. Tax Withholding.

(a) Generally. The Optionee may be required to pay to the Corporation the amount of any such taxes which the Corporation is required to withhold with respect to Common Stock received upon exercise of the Option. At the request of Optionee, or as required by law, such sums as may be required for the payment of any estimated or accrued income tax liability may be withheld and paid over to the governmental entity entitled to receive the same.

(b) Cashless Withholding. Optionee may elect (an "Election") to have the Corporation withhold from the shares of Common Stock to be issued pursuant to the exercise of an Option or to surrender to the Corporation shares already owned by the Optionee (which may be shares of Common Stock previously received upon an exercise of an Option) which shall be sufficient in value to satisfy applicable tax withholding obligations, or such other withholding arrangements requested by Optionee or as otherwise required as specified above. For purposes of such withholding or surrender, the shares withheld or surrendered shall be valued at their Fair Market Value on the date as of which the Participant first becomes subject to taxation for federal income tax purposes in respect of shares of Common Stock received upon exercise of the Option (the "Tax Date"). If the Fair Market Value on the Tax Date of the number of whole shares of Common Stock withheld or surrendered pursuant to an Election exceeds the withholding or other applicable tax obligations, a fractional share shall be paid to the Participant by the Corporation in cash as soon as reasonably practicable after the amount of such excess is determined by the Corporation. An Election may be made by Optionee with respect to all or part of a particular Option, to all or a specified class of previously granted Options, and/or to all or a specified class of Options which may be granted in the future.

An Election by Optionee shall be made prior to the applicable Tax Date and also shall meet each of the following additional requirements:

(iv) The Election, once made, shall be irrevocable;

(ii) The Election must be made either (1) during one of the ten business day periods beginning on the third business day following the date of release of the Corporation's quarterly or annual summary statements of sales and earnings and ending on the 12th business day following such date; or (2) at least six months prior to the Tax Date for the Award to which the Election applies;

(iii) No Election may be made with respect to any Award during the first six months after the grant of the Award, or with respect to any Option which has been exercised during the first six months after its date of grant and, if any Option with respect to which an Election is already in effect shall be exercised during the first six months after the date of grant, such Election shall, to the extent of such exercise or issuance of Shares of Common Stock, be deemed void, except that such

limitations shall not apply if Optionee dies or is disabled prior to the expiration of such six-month period; and

(iv) The Board shall have sole discretion to consent to or disapprove any Election made by Optionee, and if the Board disapproves such an Election, shares shall not be issued to the Optionee upon the exercise of an Option to which the disapproved Election applies until the Optionee shall have complied with the first sentence of this Section for satisfying tax withholding obligations.

Optionee may not make an Election with respect to shares of Common Stock issued pursuant to this Agreement if Optionee has previously filed an election under Section 83(b) of the Code in connection with this Option or in connection with the receipt of shares underlying this Option. The Election shall specify whether Optionee elects to have the withholding obligations met by withholding from the shares to be issued upon the exercise of Options or by surrender to the Corporation by Optionee of already owned shares of Common Stock. If the withholding obligations will be satisfied by the surrender to the Corporation or already owned shares of Common Stock, the Election shall be accompanied by certificates, with accompanying stock powers signed in blank, for a sufficient number of shares of Common Stock.

12. Corporation Successors. In the event the Corporation becomes a party to a merger, consolidation, sale of substantially all of its assets, or any other corporate reorganization in which the Corporation will not be the surviving corporation or in which the holders of the Common Stock will receive securities or another corporation (in any such case, the "New Corporation"), then the New Corporation shall assume the rights and obligations of the Corporation under the Agreement.

13. Governing Law. All matters relating to this Agreement shall be governed by the laws of the state of Delaware, without regard to the principles of conflict of laws.

14. Employee Benefit Plans. No amounts of income received by an Optionee pursuant to this Agreement shall be considered compensation for the purposes of any pension or retirement plan, insurance plan or any other employee benefit plan of the Corporation or its subsidiaries.

15. Notices. All notices or communications by the Corporation to Optionee shall be delivered to the Optionee personally or be mailed to him at his address as appears in the records of the Corporation. All notices by the Optionee to the Corporation shall be delivered to the Secretary of the Corporation personally, or mailed to him at 1400 Old Country Road, Westbury, New York 11590. Either party may change the address for the delivery of notices by notifying the other party as provided herein.

16. Definitions.

"Board" means the Board of Directors of the Corporation.

"Code" means the Internal Revenue Code of 1986 and any amendments thereto.

"Common Stock" means the \$.01 par value per share Common Stock of the Corporation.

"Corporation" means Nathan's Famous, Inc., a Delaware corporation.

"Disability" means a physical or mental condition which prevents the Participant from engaging in any substantially gainful activity.

"Fair Market Value" means, on any given date the closing price, on the Nasdaq Stock Market or other exchange on which the Common Stock is trade.

"Retirement" means achieving the normal age of retirement as set by the Corporation policy.

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

NATHAN'S FAMOUS, INC.

By: _____
Ronald DeVos, Vice President

OPTIONEE:

By: _____

December 16, 1999

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Re: Nathan's Famous, Inc.
Registration Statement on Form S-8

Gentlemen:

Reference is made to the filing by Nathan's Famous, Inc. (the "Corporation") of a Registration Statement on Form S-8 with the Securities and Exchange Commission pursuant to the provisions of the Securities Act of 1933, as amended, covering the registration of 525,590 shares of the Corporation's Common Stock, \$.01 par value per share, in connection with the issuance of options to various employees and former employees of Miami Subs Corporation.

As counsel for the Corporation, we have examined its corporate records, including its Certificate of Incorporation, as amended, By-Laws, its corporate minutes, the form of its Common Stock certificate, the form of option agreement and such other documents as we have deemed necessary or relevant under the circumstances.

Based upon our examination, we are of the opinion that:

1. The Corporation is duly organized and validly existing under the laws of the State of Delaware.

2. There have been reserved for issuance by the Board of Directors of the Corporation 525,590 shares of its Common Stock, \$.01 par value per share. The shares of the Corporation's Common Stock, when issued pursuant to the Plan, will be validly authorized, legally issued, fully paid and non-assessable.

We hereby consent to be named in the Registration Statement and in the Prospectus which constitutes a part thereof as counsel of the Corporation, and we hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement.

Very truly yours,

s/BLAU, KRAMER, WACTLAR &
LIEBERMAN, P.C.

ARTHUR ANDERSEN LLP

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation in this Form S-8 registration statement of our report dated June 15, 1999 included in the Nathan's Famous Inc. Form 10-K for the year ended March 28, 1999 and to all references to our Firm included in this Form S-8 registration statement.

/s/ ARTHUR ANDERSEN LLP

Roseland, New Jersey
December 15, 1999