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FORM PTO-1594
1-31-92

7.28.00

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

ATTORNEY DOCKET NO.: 01014.1086 / 1208

1. Name of conveying party:

AFC ENTERPRISES, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Minnesota
- Other

Additional names of conveying parties attached?

- YES
- NO

2. Name and address of receiving party:

Name: Ultrafryer Systems, Inc.

Internal Address: Suite 1700

Street Address: Six Concourse Parkway

City: Atlanta

State: Georgia

Zip: 30328-5352

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Georgia
- Other

If Assignee is not domiciled in the United States, a domestic representative designation is attached:

- YES
- NO

Additional name(s) and address(es) attached?

- YES
- NO

3. Nature of conveyance:

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	

Execution Date: June 1, 2000

Effective Date: June 1, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 2,136,449 and 2,002,028

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Mark L. Seigel, Esq.
 NEEDLE & ROSENBERG, P.C.
 Suite 1200, The Candler Building
 127 Peachtree Street, N.E.
 Atlanta, Georgia 30303-1811
 (404) 688-0770

6. Total number of applications and registrations involved: 2

08/23/2000 DNGUYEN 00000187
 2136449
 01 FD 481
 01 FD 482

7. Total fee (37 CFR 3.41): \$65.00

Enclosed

Authorized to be charged to Deposit Account.

 The Commissioner is hereby authorized to charge any additional fees which may be required, or
 credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629

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(Attach duplicate copy of this form if paying by deposit account)

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.



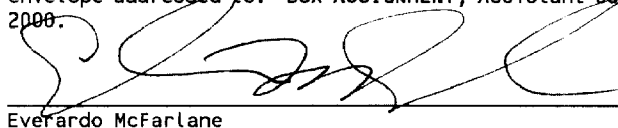
 Mark L. Seigel

7/24/2000

 Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: **6**

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: BOX ASSIGNMENT, Assistant Commissioner for Trademarks, Washington, D.C. 20231, on this 24th day of July, 2000.



 Everardo McFarlane

7-24-2000

 Date

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is made by and between AFC ENTERPRISES, INC. ("Secured Party") and ULTRAFRYER SYSTEMS, INC. ("Debtor") this 15 day of June, 2000, pursuant to that certain Asset Purchase Agreement dated June 1, 2000, between Secured Party and Debtor (the "Asset Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement and that certain Intellectual Property Assignment Agreement of even date herewith between Secured Party and Debtor, Secured Party has agreed to assign and has assigned to Debtor all right, title, and interest Secured Party has in and to the Intellectual Property, including all trademarks and service marks, all registrations and pending applications (and all goodwill connected or associated therewith), and all patents and patent applications, as fully set forth in Schedule "A" hereto; and

WHEREAS, in order to secure Debtor's obligations to the Secured Party under the Note and Credit Agreement executed pursuant to the Asset Purchase Agreement, Debtor has granted to Secured Party a security interest in all of its assets, including without limitation the Intellectual Property pursuant to the Security Agreement between Secured Party and Debtor of even date herewith; and

WHEREAS, the parties desire to further confirm the security interest in the Intellectual Property granted to Secured Party pursuant to the Security Agreement;

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and subject to and incorporating by reference all rights and obligations set forth in the Security Agreement, the parties hereby agree as follows:

Grant of Security Interest: As security for the full payment and performance of the obligations of Debtor as set forth in the Credit Agreement and the Note, Debtor does hereby assign, transfer, grant and convey to Secured Party a first priority lien upon, security title to and a security interest in and to all of Debtor's Intellectual Property as identified in Schedule "A."

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

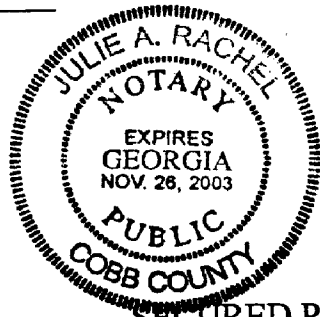
DEBTOR:

ULTRAFRYER SYSTEMS, INC.

By: Edward T. Odmark
Edward T. Odmark
President

Sworn to and subscribed before me this 1st
day of June, 2000.

Julie A. Rachel
Notary Public



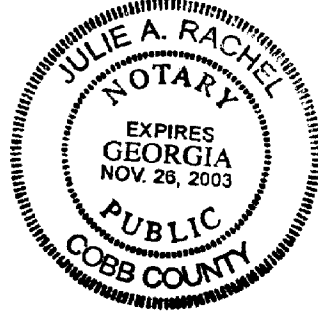
SECURED PARTY:

AFC ENTERPRISES, INC.

By: Mark M. [Signature]
Title: ASST. Secretary

Sworn to and subscribed before me this 1st
day of June, 2000.

Julie A. Rachel
Notary Public



#104179

SCHEDULE "A"**A. United States Federal Trademark Registrations and Applications**

Mark	Serial No.	Reg. No.
FAR WEST	74/605,423	2,136,449
ULTRAFRYER	74/723,452	2,002,020
ULTIMATE FRYING MACHINE	75/387,515	2,250,660
ULTRASTAT21	75/404,218	
ULTRAFRYER SYSTEMS (Logo)	78/009,956	
ZRT EXPRESS	75/900,942	
ZRT EXPRESS (stylized)	75/899,990	

B. Patents and Patent Applications

Title	Serial No.	Patent No.	Country
Vortex Chamber for Baffle for Deep Fryer Heat Exchanger	To Be Assigned		Brazil
Heat Control System for a Gas Fryer	PI9713022-2		Brazil
Baffle for Deep Fryer Heat Exchanger	PI9904987-2		Brazil
Heat Control System for a Gas Fryer	2271458		Canada
Baffle for Deep Fryer Heat Exchanger	99123689.9		China
Vortex Chamber for Baffle for Deep Fryer Heat Exchanger	99127459.8		China
Heat Control System for a Gas Fryer	97181328.0		China
Baffle for Deep Fryer Heat Exchanger	99308615.6		EC
Vortex Chamber for Baffle for Deep Fryer Heat Exchanger	99310494.2		EC
Vortex Chamber for Baffle for Deep Fryer Heat Exchanger	P991174		Indonesia
Baffle for Deep Fryer Heat Exchanger	US99/25612		International
Heating Control System for a Gas Fryer	US97/20421		International
Heat Control System for a Gas Fryer	506362/98		Japan
Vortex Chamber for Deep Fryer Heat Exchanger	369520/99		Japan

Title	Serial No.	Patent No.	Country
Baffle for Deep Fryer Heat Exchanger	311256/99		Japan
Baffle for Deep Fryer Heat Exchanger	PI9904656		Malaysia
Heating Control System for a Gas Fryer	PI9705390		Malaysia
Vortex Chamber for Deep Fryer Heat Exchanger	PI9905786		Malaysia
Heat Control System for a Gas Fryer	9904380		Mexico
Baffle for Deep Fryer Heat Exchanger	10-1999-48072		South Korea
Vortex Chamber for Baffle for Deep Fryer Heat Exchanger	10-1999-63209		South Korea
Baffle for Deep Fryer Heat Exchanger	88118672		Taiwan
Fryer System and Method of Operating a Heating System for a Fryer	86116907		Taiwan
Vortex Chamber for Deep Fryer Heat Exchanger	88122406		Taiwan
Electric Boost Heater for Deep Fryer	09/129,264	6,058,245	United States
Dry Fire Limiting Device for Deep Fryer	09/191,698	5,910,206	United States
Intermediate Mixing Plenums for Deep Fryer Heat Exchanger	09/224,201	6,016,799	United States
Baffle for Deep Fryer Heat Exchanger	09/184,719	5,901,641	United States
Venturi Apparatus for Deep Fryer	09/432,622		United States
Vat Bottom Configuration for Deep Fryer	09/425,345		United States
Gas Fryer Heat Exchanger	271659	5,417,202	United States
Filter Tub Assembly for Deep Fryer	09/425,386		United States
Spray Cleaning Apparatus for Deep Fryer	09/425,342		United States
Closed Loop Heating Control for Food Warmer	09/376,508		United States
Heating Control System for a Gas Fryer	747,597	5,706,717	United States