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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594
1-31-92

CORRECTED
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

1. Name of conveying party:

Ultrafryer Systems, Inc.

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

Additional names of conveying party attached?

- YES
- NO

2. Name and address of receiving party:

Name: AFC Enterprises, Inc.

Internal Address: Suite 1700

Street Address: Six Concourse Parkway, Suite 1700

City: Atlanta

State: Georgia

Zip: 30328-5352

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

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ASSIGNMENT SERVICES
DIVISION

3. Nature of conveyance:

| | | | | | |
|-------------------------------------|--------------------|--------------------------|----------------|-------------------------------------|-------|
| <input type="checkbox"/> | Assignment | <input type="checkbox"/> | Merger | <input checked="" 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 2,002,020

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

02/09/2001 JJALLM2 00000015 2136449

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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

Enclosed

Authorized to be charged to Deposit Account.

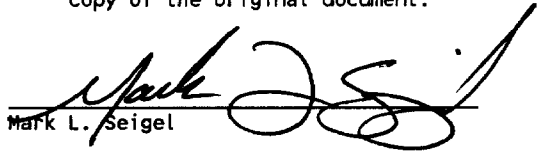
 The Commissioner is hereby authorized to charge any additional fees which may be required, or
 credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629

=====

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

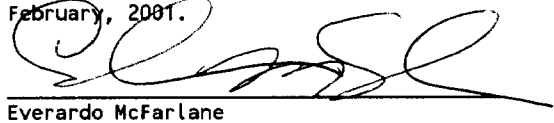
9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


 Mark L. Seigel

2/08/2001
 Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 10

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 8th day of February, 2001.


 Everardo McFarlane

2-8-01
 Date

08-24-2000

ATTORNEY DOCKET NO. 01014.1086 / 1208

PAGE 1 OF 2



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FORM PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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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
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- Limited Partnership
- Corporation -- State: Georgia
- Other

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3. Nature of conveyance:

| | | |
|--|---|--------------------------------|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Merger | <input type="checkbox"/> Other |
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08/23/2000 NGUYEN 00000187
 01 FILED
 01 FILED

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Enclosed

Authorized to be charged to Deposit Account.

 The Commissioner is hereby authorized to charge any additional fees which may be required, or
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8. Deposit account number: 14-0629

(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.



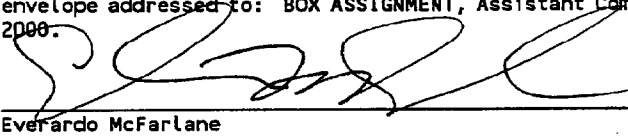
 Mark L. Seigel

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.

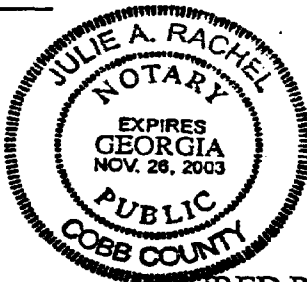
DEBTOR:

ULTRAFRYER SYSTEMS, INC.

By: Edward T. Odmark
Edward T. Odmark
President

Sworn to and subscribed before me this 15th
day of June, 2000.

Julie A. Rachel
Notary Public



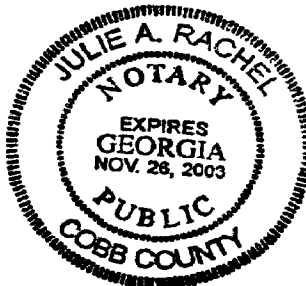
SECURED PARTY:

AFC ENTERPRISES, INC.

By: Mark M. Ull
Title: ASST. Secretary

Sworn to and subscribed before me this 15th
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 |