



03-04-2002
101999938
TRADEMARK

ET

Attorney Docket No. 032733-001 (EDW)

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lloyd Bartlett, Inc.
1212 S. Acadian Thruway
Baton Rouge, Louisiana 70806

2/26/02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Louisiana

Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name

Other: _____

Execution Date: February 21, 2002

2. Name and address of receiving party(ies):

Name: Raising Cane's USA, L.L.C.

Address: 1212 South Acadian Thruway

Suite E. Baton Rouge, Louisiana 70806

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -
- Other: Louisiana limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,343,712

Additional numbers attached? Yes No

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

Name: B. Parker Livingston, Jr.

Address: Burns, Doane, Swecker & Mathis

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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

DO NOT USE THIS SPACE

9. Statement and signature.

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.

B. Parker Livingston, Jr.
Name of Person Signing

Signature

2/25/02
Date

Total number of pages including cover sheet, attachments, and document: 6

03/01/2002 TDIAZ1 00000078 2343712

01 FC:481

40.00 DP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of

Registrant: Raising Cane's USA, L.L.C.

Registration No.: 2,343,712

Registered: April 18, 2000

Mark: **RAISING CANE'S
CHICKEN FINGERS and Design**

Attorney Docket No.: 032733-001



BOX: Post Registration

Honorable Commissioner for Trademarks
The U.S. Patent and Trademark Office
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

POWER OF ATTORNEY

Registrant hereby appoints B. Parker Livingston, Jr., a member of the bars of the Commonwealth of Virginia and the District of Columbia, Bassam N. Ibrahim, a member of the bars of the state of Maryland and the District of Columbia, Adrienne L. White, a member of the bar of the Commonwealth of Virginia, Fred W. Hathaway, a member of the bars of the District of Columbia and the State of Maine, all having an address at Burns, Doane, Swecker & Mathis, L.L.P., Post Office Box 1404, Alexandria, Virginia 22313-1404, its attorneys to file this document, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection therewith, and to represent the undersigned in all proceedings affecting the mark which may arise in the Patent & Trademark Office hereafter. All powers of attorney heretofore granted are hereby revoked.

Raising Cane's USA, L.L.C.

By: T B G

Name: Todd B. Graves

Title: President and Chief Executive Officer

Date: 2/21/02

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of 2/21, 2002 by Lloyd Bartlett, Inc., a Louisiana corporation, previously named New LB, Inc., and successor by statutory merger of Lloyd Bartlett, Inc. with its principal place of business at 1212 S. Acadian Thruway, Baton Rouge, Louisiana 70806, U.S.A. ("Assignor") to Raising Cane's USA, L.L.C., a Louisiana limited liability company, with its principal place of business at 1212 South Acadian Thruway, Suite E, Baton Rouge, Louisiana 70806, U.S.A. ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark and trademark registration set forth on Exhibit A hereto (the "Trademark"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark, together with the good will of the business symbolized thereby.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademark.
3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademark, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.



5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

Lloyd Bartlett, Inc. (Assignor)
By: TBG
Name: Todd B. Graves
Title: President and Chief Executive Officer

STATE OF Louisiana
^{East}
PARISH OF Baton Rouge

SS.

On this 21st day of FEBRUARY, 2002, before me Lee C. Kantrow, a Notary Public in and for said state, personally appeared Todd B. Graves known to be the person who executed the within instrument on behalf of Lloyd Bartlett, Inc. and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the Parish and State aforesaid, the day and year first above written.

Lee C. Kantrow
Notary Public
My Commission Expires: at death

Raising Cane's USA, L.L.C. (Assignee)
By: TBG
Name: TODD B. GRAVES
Title: CEO/PRESIDENT

STATE OF Louisiana
PARISH OF Baton Rouge

Ss.

On this 21st day of February, 2002, before me Lee C. Kantrow a Notary Public in and for said state, personally appeared Todd B. Graves known to me to be the person who executed the within instrument on behalf of Raising Cane's USA, L.L.C. and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the Parish and State aforesaid, the day and year first above written.

Lee C. Kantrow
Notary Public
My Commission Expires: at death

EXHIBIT A

U.S. TRADEMARK REGISTRATION	
Registration No.	Mark
2,343,712	RAISING CANE'S CHICKEN FINGERS and Design

TBB