

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lee's Famous Recipes, Inc.		10/06/2003	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Union Planters Bank
Street Address:	6200 Poplar Avenue
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	National Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1311285	LEE'S FAMOUS RECIPE
Registration Number:	974710	FAMOUS RECIPE
Registration Number:	1013215	FAMOUS RECIPE
Registration Number:	1690361	CRISPY PLUS
Registration Number:	1933845	SO GOOD IT'S GOT TO BE LEE'S
Registration Number:	1941590	GOLDEN HERB
Registration Number:	1345232	LEE'S FAMOUS RECIPE COUNTRY CHICKEN & BISCUITS
Serial Number:	78136275	FAST PAK
Serial Number:	78184927	LEE'S FAMOUS JUMBO STRIPS

CORRESPONDENCE DATA

Fax Number: (901)525-9260
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 901 525 6781
 Email: ldunavant@stokesbartholomew.com
 Correspondent Name: Leonard C. Dunavant, Jr.
 Address Line 1: 1000 Ridgeway Loop Road

**TRADEMARK
 REEL: 002741 FRAME: 0536**

OP \$240.00 1311285

Address Line 2: Suite 200
Address Line 4: Memphis, TENNESSEE 38120

ATTORNEY DOCKET NUMBER:	00720 30025 TM ASSIGNMENT
-------------------------	---------------------------

NAME OF SUBMITTER:	Leonard C. Dunavant, Jr.
--------------------	--------------------------

Total Attachments: 1 source=assignment document tiff 2#page1.tif

COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated this 6 day of October, 2003 by and between Lee's Famous Recipes, Inc., a Florida corporation ("Grantor") and Union Planters Bank, National Association, a national banking association ("Lender").

WHEREAS, Grantor owns and uses certain trademarks which are registered with the United States Patent and Trademark Office (the "USPTO") as well as certain trademarks pending registration with the USPTO, as set forth in Exhibit "A" hereto (the "Marks"); and

WHEREAS, Grantor has entered a Loan and Security Agreement with Lender of even date herewith (as it may be supplemented, amended or modified from time to time, the "Loan Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Lender a security interest in, and makes to Lender a collateral assignment of, the entire right, title and interest of Grantor in and to the Marks. The Marks shall serve as collateral security for the payment of all Debt, shall constitute a part of the Collateral, and shall be subject to all of the terms and condition of the Loan Agreement (as such terms are defined in the Loan Agreement).

This Agreement has been entered into in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan and Security Agreement shall govern.

The undersigned have executed this Agreement as of the date first above written.

GRANTOR:

LEE'S FAMOUS RECIPES, INC.

By: _____

Title: President

LENDER:

UNION PLANTERS BANK, NATIONAL ASSOCIATION

By: _____

Title: SVP

TRADEMARK