

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Piccadilly Restaurants, LLC		05/17/2004	Limited Liability Company: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Morrison Holding Company
<b>Street Address:</b>	200 East 5th Avenue
<b>City:</b>	Naperville
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60563
<b>Entity Type:</b>	CORPORATION: ILLINOIS

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1006514	MORRISON'S
Registration Number:	1471071	MORRISON'S FAMILY DINING
Registration Number:	1383774	MORRISON'S CAFETERIA

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)295-5389
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	704-328-2838
<b>Email:</b>	kathy.keller@compass-usa.com
<b>Correspondent Name:</b>	Kathy Keller
<b>Address Line 1:</b>	2400 Yorkmont Road
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28217

<b>ATTORNEY DOCKET NUMBER:</b>	MORRISON TRANSFER
--------------------------------	-------------------

<b>NAME OF SUBMITTER:</b>	Kathy Keller
---------------------------	--------------

Total Attachments: 5  
 source=Morrison Assignment#page1.tif

OP \$90.00 1006514

source=Morrison Assignment#page2.tif  
source=Morrison Assignment#page3.tif  
source=Morrison Assignment#page4.tif  
source=Morrison Assignment#page5.tif

TRADEMARKS ASSIGNMENT

THIS ASSIGNMENT is made the 1 day of ~~June~~<sup>July</sup>, 2004, effective as of May 17, 2004, by and between Morrison Holding Company, an Illinois corporation with a business address at 200 East 5<sup>th</sup> Avenue, Naperville, Illinois, 60563 ("Morrison"), and Piccadilly Restaurants, LLC, a Delaware limited liability company with a business address at 3232 S. Sherwood Forest Blvd., Baton Rouge, Louisiana 70816-2292 ("Piccadilly").

WHEREAS, Piccadilly is the owner of the marks identified on Attachment "A" to this assignment, incorporated by reference in this assignment (the "Marks"), and any corresponding U.S. registrations and applications for the Marks identified on Attachment "A"; and

WHEREAS, Piccadilly desires to assign the Marks to Morrison, and Morrison wishes to acquire the marks from Piccadilly, together with the goodwill associated with the Marks, pursuant to the terms of this assignment and in a form acceptable for recordation by the U.S. Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt of which Piccadilly acknowledges, Piccadilly and Morrison agree as follows:

1. Piccadilly assigns to Morrison all right, title, and interest in and to the Marks, together with the goodwill associated with the Marks, and any and all registrations and applications for registration of the Marks.
2. In consideration for the assignment set forth in Section 1, Morrison will pay to Piccadilly the sum of [REDACTED] U.S. Dollars ([REDACTED]) within [REDACTED] days of the signing of this Trademarks Assignment.

IN WITNESS WHEREOF, Morrison and Piccadilly have signed this Trademarks Assignment on the day shown above.

MORRISON HOLDING COMPANY

By: Jerry D. Underhill  
Position: President

PICCADILLY RESTAURANTS, LLC

By: \_\_\_\_\_  
Position: \_\_\_\_\_

**TRADEMARKS ASSIGNMENT**

**THIS ASSIGNMENT** is made the 25<sup>th</sup> day of June, 2004, effective as of May 17, 2004, by and between Morrison Holding Company, an Illinois corporation with a business address at 200 East 5<sup>th</sup> Avenue, Naperville, Illinois, 60563 ("Morrison"), and Piccadilly Restaurants, LLC, a Delaware limited liability company with a business address at 3232 S. Sherwood Forest Blvd., Baton Rouge, Louisiana 70816-2292 ("Piccadilly").

**WHEREAS**, Piccadilly is the owner of the marks identified on Attachment "A" to this assignment, incorporated by reference in this assignment (the "Marks"), and any corresponding U.S. registrations and applications for the Marks identified on Attachment "A"; and

**WHEREAS**, Piccadilly desires to assign the Marks to Morrison, and Morrison wishes to acquire the marks from Piccadilly, together with the goodwill associated with the Marks, pursuant to the terms of this assignment and in a form acceptable for recordation by the U.S. Patent and Trademark Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which Piccadilly acknowledges, Piccadilly and Morrison agree as follows:

1. Piccadilly assigns to Morrison all right, title, and interest in and to the Marks, together with the goodwill associated with the Marks, and any and all registrations and applications for registration of the Marks.
2. In consideration for the assignment set forth in Section 1, Morrison will pay to Piccadilly the sum of [REDACTED] U.S. Dollars [REDACTED] within [REDACTED] days of the signing of this Trademarks Assignment.

**IN WITNESS WHEREOF**, Morrison and Piccadilly have signed this Trademarks Assignment on the day shown above.

**MORRISON HOLDING COMPANY**

By: \_\_\_\_\_  
Position: \_\_\_\_\_

**PICCADILLY RESTAURANTS, LLC**

By: Bob Seaman  
Position: Controller

## ATTACHMENT A

## TRADEMARKS/ SERVICE MARKS

<u>Mark</u>	<u>Registration or Application Number</u>
MORRISON'S	Registration No. 1006514
MORRISON'S	Registration No. 1249994
MORRISON'S FAMILY DINING & Design	Registration No. 1471071
MORRISON'S CAFETERIA & Design	Registration No. 1383774
MORRISON'S	Registration No. 1006431
MORRISON'S	Registration No. 1006183
MORRISON'S	Registration No. 1006422
FOUR FOR FITNESS 1234 & Design	Registration No. 1243916
MORRISON'S FRESH COOKING TO-GO & Design	Application No. 78323642
MORRISON'S TO-GO	Application No. 78323629
MORRISON'S FRESH COOKING TO-GO	Application No. 78330930
MORRISON'S FRESH COOKING & Design	Application No. 78331064
MORRISON'S FRESH COOKING	Application No. 78331067
MORRISON'S	Common Law Mark
MORRISON	Common Law Mark

NOTARIAL ACKNOWLEDGMENTS

COUNTRY OF UNITED STATES OF AMERICA

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is \_\_\_\_\_ of Morrison Holding Company, a corporation, and acknowledged, on behalf of Morrison Holding Company, the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, A.D. \_\_\_\_\_.

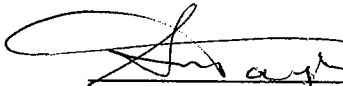
COUNTRY OF UNITED STATES OF AMERICA

STATE OF Louisiana

~~PARISH~~ OF E. Baton Rouge

I, Sharon M. Taylor, a Notary Public for said Parish and State, do hereby certify that Robby Beacham personally came before me this day and acknowledged that he/she is Controller of Piccadilly Restaurants, LLC, a limited liability company, and acknowledged, on behalf of Piccadilly Restaurants, LLC, the signing of the foregoing instrument.

Witness my hand and official seal, this the 25<sup>th</sup> day of June, A.D. 2004.

  
\_\_\_\_\_  
Notary Public, Sharon M. Taylor ID 10407

My commission expires: at my death, A.D. \_\_\_\_\_.

NOTARIAL ACKNOWLEDGMENTS

COUNTRY OF UNITED STATES OF AMERICA

STATE OF GEORGIA

COUNTY OF FULTON

I, Tyra Lynn Crane, a Notary Public for said County and State, do hereby certify that Jerry D. Underhill personally came before me this day and acknowledged that he is President of Morrison Holding Company, a corporation, and acknowledged, on behalf of Morrison Holding Company, the due execution of the foregoing instrument.

Witness my hand and official seal, this the 1 day of July, A.D. 2004.

Tyra Lynn Crane  
Notary Public

My commission expires: March 30, A.D. 2008.

COUNTRY OF UNITED STATES OF AMERICA

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said Parish and State, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Piccadilly Restaurants, LLC, a limited liability company, and acknowledged, on behalf of Piccadilly Restaurants, LLC, the signing of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, A.D. \_\_\_\_\_.