

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Piccadilly Restaurants, LLC		05/17/2004	Limited Liability Company: DELAWARE

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

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	78323642	MORRISON'S FRESH COOKING TO-GO
Serial Number:	78330930	MORRISON'S FRESH COOKING TO-GO
Serial Number:	78331064	MORRISON'S FRESH COOKING
Serial Number:	78331067	MORRISON'S FRESH COOKING

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

ATTORNEY DOCKET NUMBER:	MORRISON TRANSFER
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NAME OF SUBMITTER:	Kathy A. Keller
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OP \$115.00 78323642

Total Attachments: 5

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TRADEMARKS ASSIGNMENT

THIS ASSIGNMENT is made the 1 day of ^{July}~~June~~, 2004, effective as of May 17, 2004, by and between Morrison Holding Company, an Illinois corporation with a business address at 200 East 5th 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 25th 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 5th 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. _____.

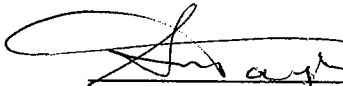
COUNTRY OF UNITED STATES OF AMERICA

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 25th 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. _____.