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
AFC Enterprises, Inc.		05/11/2005	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Bank:

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	1107575	
Registration Number:	1112389	
Registration Number:	1112390	
Registration Number:	1107576	
Registration Number:	1107609	
Registration Number:	2010357	AFC
Registration Number:	2215059	AFC ENTERPRISES
Registration Number:	2215069	AFC ENTERPRISES
Registration Number:	2362931	AFC ON-LINE
Serial Number:	78092368	CAJUN CRAVERS
Registration Number:	2508131	CAJUN KITCHEN A POPEYES CREATION
Registration Number:	2787618	CAJUN OUR WAY
Registration Number:	1371596	CAJUN SPARKLE

OP $1290.00 1107575

Serial Number:	78037737	CRAVE APPEAL
Registration Number:	2830920	EDUCAJUN
Registration Number:	2091908	FRANCHISOR OF CHOICE
Registration Number:	2217602	LOUISIANA MILD
Registration Number:	1116753	LOVE THAT CHICKEN!
Registration Number:	1257959	LOVE THAT CHICKEN FROM POPEYES
Registration Number:	2217601	NEW ORLEANS SPICY
Registration Number:	1481990	ORIGINAL NEW ORLEANS FLAVOR
Registration Number:	1087882	PFC
Serial Number:	78155462	PO-BOYS TO GEAUX GEAUX
Registration Number:	1021254	POPEYES
Registration Number:	1030944	POPEYES
Registration Number:	1121699	POPEYES
Registration Number:	1121096	POPEYES
Registration Number:	1552225	POPEYES
Registration Number:	1267567	POPEYES
Registration Number:	1551239	POPEYES
Serial Number:	78092380	POPEYES CAJUN CRAVERS
Registration Number:	2242910	POPEYES CHICKEN & BISCUITS
Registration Number:	2095493	POPEYES CHICKEN & BISCUITS
Registration Number:	2000592	POPEYES CHICKEN & BISCUITS
Registration Number:	2000593	POPEYES CHICKEN & BISCUITS
Registration Number:	2451764	POPEYES CHICKEN & BISCUITS FOOD WITH ATTITUDE!
Registration Number:	1257958	POPEYES FAMOUS FRIED CHICKEN
Registration Number:	1257702	POPEYES FAMOUS FRIED CHICKEN
Registration Number:	1378568	POPEYES FAMOUS FRIED CHICKEN & BISCUITS
Registration Number:	2398299	POPEYES FOOD WITH ATTITUDE
Serial Number:	78389923	POPEYES NAKED CHICKEN
Registration Number:	1337289	RON'S KRISPY FRIED CHICKEN
Registration Number:	1823416	SEAFOOD CELEBRATION
Registration Number:	1517337	SPICY SPRINKLE
Registration Number:	1583074	SUPER POPEYES
Registration Number:	1563625	SWEET HEAT
Registration Number:	2017585	THE NEW AGE OF OPPORTUNITY
Serial Number:	78433842	TIB'S GRILL

Registration Number:	2427208	VOYAGER MEAL
Registration Number:	2423641	VOYAGER MEAL
Registration Number:	2681443	WE DO GOOD BA-YOU

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/17/2005

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 11, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by **AFC ENTERPRISES, INC.**, a Minnesota corporation (the "Grantor") in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent for the Secured Parties (in such capacity, as "Collateral Agent") (as defined in the Credit Agreement).

WHEREAS, the Grantor has entered into a Second Amended and Restated Credit Agreement, dated as of May 9, 2005 (as amended, supplemented, amended and restated, replaced or otherwise modified from time to time, (the "Credit Agreement"), with the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and J.P. Morgan Securities Inc., as Sole Bookrunner and Lead Arranger.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of May 11 2005, in favor of the Collateral Agent (as amended, supplemented, amended and restated, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement

SECTION 2. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income,

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royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(c) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(d) any and all proceeds of the foregoing.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

AFC ENTERPRISES, INC.

By: _____

Name: Harold M. Cohen
Title: Vice President and Assistant Secretary

(signatures continue on next page)

JPMORGAN CHASE BANK, N.A.,
As Collateral Agent

By: _____

Name: H. DAVID JONES
Title: VICE PRESIDENT

Schedule 1

U.S. TRADEMARKS

Mark	Application No. Filing Date	Registration No. Registration Date
	73/120,542 03/28/77	1,107,575 11/28/78
	73/120,544 03/28/77	1,112,389 01/30/79
	73/120,546 03/28/77	1,112,390 01/30/79
	73/120,547 03/28/77	1,107,576 11/28/78
	73/147,834 11/08/77	1,107,609 11/28/78
AFC	74/339,479 12/14/92	2,010,357 10/22/96
AFC ENTERPRISES	75/160,522 08/27/96	2,215,059 12/29/98
AFC ENTERPRISES	75/167,398 09/17/96	2,215,069 12/29/98
AFC ON-LINE	75/465,354 04/09/98	2,362,931 06/27/00
CAJUN CRAVERS	78/092,368 11/08/01	pending
CAJUN KITCHEN A POPEYES CREATION	75/980,706 06/02/98	2,508,131 11/13/01
CAJUN OUR WAY	78/129,484 05/17/02	2,787,618 11/25/03
CAJUN SPARKLE	73/535,680 05/03/85	1,371,596 11/19/85
CRAVE APPEAL	78/037,737 12/04/00	pending
EDUCAJUN	78/975,224 05/17/02	2,830,920 04/06/04
FRANCHISOR OF CHOICE	74/725,852 09/06/95	2,091,908 08/26/97

Mark	Application No. Filing Date	Registration No. Registration Date
LOUISIANA MILD	75/129,888 07/03/96	2,217,602 01/12/99
LOVE THAT CHICKEN!	73/162,713 03/17/78	1,116,753 04/17/79
LOVE THAT CHICKEN FROM POPEYES	73/162,712 03/17/78	1,257,959 11/15/83
NEW ORLEANS SPICY	75/129,885 07/03/96	2,217,601 01/12/99
ORIGINAL NEW ORLEANS FLAVOR	73/632,403 11/25/86	1,481,990 03/22/88
PTG	73/135,238 07/25/77	1,087,882 03/21/78
PO-BOYS TO GEAUX GEAUX	78/155,462 08/19/02	Pending
POPEYES	73/029,940 08/19/74	1,021,254 09/23/75
POPEYES	73/052,658 05/19/75	1,030,944 01/20/76
POPEYES	73/162,627 03/17/78	1,121,699 07/10/79
POPEYES	73/162,707 03/17/78	1,121,096 06/26/79
POPEYES	73/766,279 11/29/88	1,552,225 08/15/89
POPEYES	73/361,550 04/26/82	1,267,567 02/21/84
POPEYES	73/766,330 11/29/88	1,551,239 08/08/89
POPEYES CAJUN CRAVERS	78/092,380 11/08/01	pending
POPEYES	74/551,043 07/19/94	2,242,910 05/04/99

Mark	Application No. Filing Date	Registration No. Registration Date
POPEYES CHICKEN & BISCUITS	74/551,044 07/19/94	2,095,493 09/09/97
	74/551,045 07/19/94	2,000,592 09/17/96
POPEYES CHICKEN & BISCUITS	74/551,046 07/19/94	2,000,593 09/17/96
POPEYES CHICKEN & BISCUITS FOOD WITH ATTITUDE!	75/675,890 04/06/99	2,451,764 05/15/01
POPEYES FAMOUS FRIED CHICKEN	73/162,625 03/17/78	1,257,958 11/15/83
POPEYES FAMOUS FRIED CHICKEN	73/177,327 07/06/78	1,257,702 11/15/83
POPEYES FAMOUS FRIED CHICKEN & BISCUITS	73/516,686 01/08/85	1,378,568 01/14/86
POPEYES FOOD WITH ATTITUDE	75/408,209 12/19/97	2,398,299 10/24/00
POPEYES NAKED CHICKEN	78/389,923 03/24/04	Pending
	73/462,633 01/26/84	1,337,289 05/21/85
SEAFOOD CELEBRATION	74/390,060 05/11/93	1,823,416 02/22/94
SPICY SPRINKLE	73/683,982 09/14/87	1,517,337 12/20/88
SUPER POPEYES	73/799,215 05/11/89	1,583,074 02/13/90
SWEET HEAT	73/787,015 03/16/89	1,563,625 10/31/89
THE NEW AGE OF OPPORTUNITY	75/025,201 11/28/95	2,017,585 11/19/96
TIB'S GRILL	78/433,842 06/11/04	Pending
VOYAGER MEAL	75/321,644 07/09/97	2,427,208 02/06/01

Mark	Application No. Filing Date	Registration No. Registration Date
VOYAGER MEAL	75/321,645 07/09/97	2,423,641 01/23/01
WE DO GOOD BA-YOU	78/127,833 05/10/02	2,681,443 01/28/03

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Title	Registration No. Registration Date
Popeye's Heritage design.	VA-1-262-769 05/18/04
Technical Drawings (Restaurant/Building/Signage Blueprints)	pending
Artwork (Two-Dimensional Artwork) (Restaurant/Building/Signage Design/Décor and Artwork)	pending