

**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
Huddle House, inc.		05/19/2005	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	division of a Delaware corporation:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2912436	HUDDLE HOUSE
Registration Number:	2912437	HUDDLE HOUSE
Registration Number:	2402101	HUDDLE HOUSE
Registration Number:	2422929	BIG HOUSE
Registration Number:	1749083	HH
Registration Number:	1673776	HUDDLE HOUSE
Registration Number:	1672897	HUDDLE HOUSE
Registration Number:	1362259	HUDDLEBURGER
Registration Number:	903628	HUDDLE HOUSE
Serial Number:	76620898	
Serial Number:	78530011	

**CORRESPONDENCE DATA**

Fax Number: (312)577-4752

**900025266**

**TRADEMARK  
 REEL: 003090 FRAME: 0910**

**CH \$290.00 2912436**

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

Email: penelope.johnson@kattenlaw.com  
Correspondent Name: Penelope S. Johnson  
Address Line 1: 525 W. Monroe Street  
Address Line 2: Katten Muchin Rosenman LLP  
Address Line 4: Chicagp, ILLINOIS 60661

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	05/24/2005

Total Attachments: 3  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19th day of May, 2005 by **HUDDLE HOUSE, INC.**, a Georgia corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, Grantee and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by the Lenders;

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HUDDLE HOUSE, INC.**, a Georgia corporation

By: 

Name: Philip M. Greifeld

Title: President and Chief Executive Officer

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Huddle House (new logo horizontal)	2,912,436	12/21/04
HuddleHouse (new logo vertical)	2,912,437	12/21/04
Huddle House	2,402,101	11/7/00
Big House	2,422,929	1/23/01
HH and Design (football player)	1,749,083	1/26/93
Huddle House (Stylized)	1,673,776	1/28/92
Huddle House (Stylized)	1,672,897	1/21/92
Huddleburger	1,362,259	9/24/85
Huddle House (Stylized)	903,628	12/1/70

### TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Huddle House Exterior	Serial # 76620898	11/17/04
Huddle House Interior	Serial # 78530011	12/09/04