

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
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**TRADEMARK**  
**REEL: 003219 FRAME: 0260**

CORRESPONDENCE DATA

Fax Number: (336)733-8473

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

Phone: (336) 721-3747

Email: trademarkswinston@wcsr.com

Correspondent Name: Randel S. Springer

Address Line 1: One West Fourth Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:

46129.0032.4

NAME OF SUBMITTER:

Randel S. Springer

Signature:

/Randy Springer/

Date:

01/03/2006

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 28, 2005 is entered into by ZAXBY'S FRANCHISING, INC., a Georgia Corporation (referred to herein as the "Grantor"), and BRANCH BANKING AND TRUST COMPANY, as Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the General Security Agreement dated as of December 28, 2005 among the Grantor, Zax, Inc., Plucked Chicken, Inc., Zaxby's Holdings, L.L.C., Restaurant System Solutions, Inc. and the Secured Party (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Party in certain General Intangibles whether now owned or existing or hereafter acquired or arising and wherever located, including the trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA.**

(iii) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.


(iv) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

ZAXBY'S FRANCHISING, INC.

By:   
Name: Tony D. Townley  
Title: Vice President

BRANCH BANKING AND TRUST  
COMPANY, as the Administrative Agent

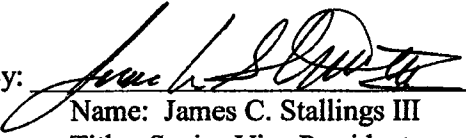
By: \_\_\_\_\_  
Name: James C. Stallings III  
Title: Senior Vice President

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## TRADEMARK SECURITY AGREEMENT

## II. U.S. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date	Record Owner/Liens
BUFFALO FINGERZ	2,811,812	02-03-2004	Zaxby's Franchising, Inc.
KIDDIE CHEESE	2,728,280	06-17-2003	Zaxby's Franchising, Inc.
KIDDIE FINGER	2,596,276	07-16-2002	Zaxby's Franchising, Inc.
ONION PEEL	2,731,830	07-01-2003	Zaxby's Franchising, Inc.
TONGUE TORCH	2,653,300	11-26-2002	Zaxby's Franchising, Inc.
ZALADS	2,720,810	07-01-2003	Zaxby's Franchising, Inc.
ZAPPETIZERS	2,752,555	08-19-2003	Zaxby's Franchising, Inc.
ZAX PAK	2,870,574	08-03-2004	Zaxby's Franchising, Inc.
ZAX SAUCE	2,563,243	04-23-2002	Zaxby's Franchising, Inc.
ZAX SNAK	2,529,454	01-15-2002	Zaxby's Franchising, Inc.
ZAXBY'S	2,487,337	09-11-2001	Zaxby's Franchising, Inc.
ZAXBY'S CHICKEN FINGERS AND BUFFALO WINGS & Design	2,087,168	08-12-1997	Zaxby's Franchising, Inc.
ZAXBY'S REAL CHICKEN & Design	2,868,595	08-03-2004	Zaxby's Franchising, Inc.

## III. U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date	Record Owner/Liens
ZESTABLE DIP	78/210,479	03-08-2005	Zaxby's Franchising, Inc.