

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Winners International Restaurants, Inc.		05/08/2006	CORPORATION: DELAWARE
Mrs. Winner's, L.P.		05/08/2006	LIMITED PARTNERSHIP: GEORGIA
Lee's Copany Operations, Inc.		05/08/2006	CORPORATION: GEORGIA
Winners Partners		05/08/2006	PARTNERSHIP: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Winners International Restaurants Franchise Services, Inc.
<b>Street Address:</b>	171 Brooks Street, Suite F
<b>City:</b>	Ft Walton Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32548
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	1283776	BECAUSE YOU'VE GOT A TASTE FOR HOMEMADE
Registration Number:	1831476	BIGGER, BETTER, CHEAPER CHICKEN.
Registration Number:	2887690	DOUBLE DIPPER DEAL
Registration Number:	2379942	FOOD WITHIN ARM'S REACH
Registration Number:	2386198	FOOD WITHIN YOUR REACH
Registration Number:	1516016	GOOD COOKING IN NO TIME.
Registration Number:	1499998	MRS WINNER'S SOUTHERN CAFE
Registration Number:	1174630	MRS. WINNER'S
Registration Number:	1172464	MRS. WINNER'S
Registration Number:	1346513	MRS. WINNER'S

OP \$740.00 1283776

Registration Number:	1170698	MRS. WINNER'S
Registration Number:	1183130	MRS. WINNER'S
Registration Number:	1305501	MRS. WINNER'S CATERING
Registration Number:	2691888	MRS. WINNER'S CHICKEN AND BISCUITS
Registration Number:	2854321	MRS. WINNER'S CHICKEN AND BISCUITS
Registration Number:	1498821	SOUTHERN STYLE MRS. WINNER'S CHICKEN
Registration Number:	1689191	MRS. WINNER'S SUPER CINNAMON SWIRL
Registration Number:	1348378	MRS. WINNER'S SUPER CINNAMON SWIRLS
Registration Number:	2160835	SHE'S REALLY COOKIN' NOW
Registration Number:	1515605	SOUTHERN ORIGINALS
Registration Number:	2711573	STAY HUNGRY
Registration Number:	1358659	SUPER CINNAMON SWIRLS
Registration Number:	1797192	TEABIRD
Registration Number:	2003970	THE 1ST CHOICE FOR FRIED CHICKEN
Registration Number:	1974739	THE FIRST CHOICE FOR FRIED CHICKEN
Registration Number:	2003969	THE FIRST CHOICE FOR FRIED CHICKEN
Registration Number:	2246319	WINNER'S
Registration Number:	1298195	WINNERS CORPORATION W
Registration Number:	2525445	WINNING OPPORTUNITIES WORLDWIDE

**CORRESPONDENCE DATA**

Fax Number: (404)365-9532  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-233-7000  
Email: trademark@mmmlaw.com  
Correspondent Name: Jack D. Todd  
Address Line 1: 3343 Peachtree Road, NE  
Address Line 2: 1600 Atlanta Financial Center  
Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	17359-54023
NAME OF SUBMITTER:	Jack D. Todd
Signature:	/Jack D. Todd/
Date:	05/30/2006

Total Attachments: 6  
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**INTELLECTUAL PROPERTY  
ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated May \_\_, 2006, is made by Winners International Restaurants, Inc., a Delaware corporation ("WIR"), Mrs. Winners, L.P., a Georgia limited partnership ("Winners L.P."), Lee's Company Operations, Inc., a Georgia corporation ("Lee's"), and Winners Partners, a Georgia general partnership ("Partners") (WIR, Winners, L.P., Lee's and Partners, collectively, the "Assignors", and each, individually, an "Assignor"), to and for the benefit of Winners International Restaurants Franchise Services, Inc., a Delaware corporation ("Assignee"), its successors and assigns, pursuant to that certain Amended and Restated Asset Purchase and Sale Agreement (the "Asset Purchase Agreement"), dated as of March 17, 2006, by and among Lee's Famous Recipes, Inc. ("Purchaser"), WIR, Winners L.P., Lee's and Partners. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

**WITNESSETH**

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignors have agreed, among other things, to sell, assign, transfer and deliver to Purchaser all of Assignors' respective right, title and interest in and to all Franchise Intellectual Property, together with the goodwill symbolized thereby;

**WHEREAS**, pursuant to Section 10.9 of the Asset Purchase Agreement, the parties thereto have agreed to the assignment of Purchaser's rights under the Asset Purchase Agreement to Assignee; and

**WHEREAS**, pursuant to that certain Stock Purchase Agreement (the "Stock Purchase Agreement"), dated as of March 17, 2006, by and among WIR, Miller and Cooper, WIR agreed to sell, and Miller and Cooper agreed to purchase all of the outstanding capital stock of Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby agree as follows:

1. **Assignment**. Assignors hereby sell, assign, transfer and deliver to Assignee all right, title and interest of Assignors in and to, or arising under, the Franchise Agreements to which Assignee is not a party and all Franchise Intellectual Property, including without limitation, the Trademarks set forth on Schedule A hereto, together with the goodwill symbolized thereby.
2. **Further Assurances**. Assignors agree to execute and deliver or cause to be executed and delivered all such further assignments, instruments of transfer and other documents and to take such further action as Assignee may reasonably request in order to better assure, convey and confirm unto Assignee, its successors and assigns, any or all of the Franchise Intellectual Property and Franchise Agreements hereby sold, assigned, transferred and delivered to Assignee. All out-of-pocket expenses in connection with the actions described in this paragraph 2 shall be borne by Assignee.

3. Binding Effect. This Assignment shall be binding upon Assignors and their respective successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

4. Conflicting Terms. To the extent that the terms of this Assignment and the Asset Purchase Agreement conflict, the terms of the Asset Purchase Agreement shall be deemed to supersede the conflicting terms of this Assignment.

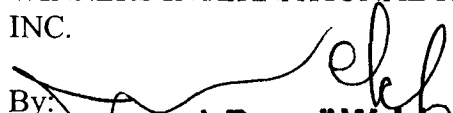
5. Governing Law; Amendment. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Georgia without reference to Georgia choice of law rules. This Assignment may be modified or supplemented only by written agreement of the parties hereto.

*[Signatures on the Following Page]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment as of the date and year first above written.

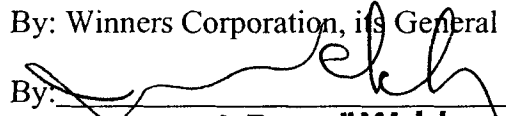
**ASSIGNORS:**

WINNERS INTERNATIONAL RESTAURANTS,  
INC.

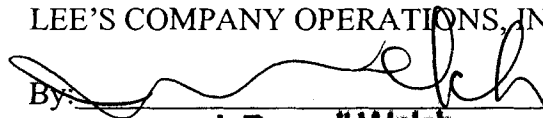
By:   
Name: **J. Russell Welch**  
Its: **Senior Vice President**

MRS. WINNERS, L.P.

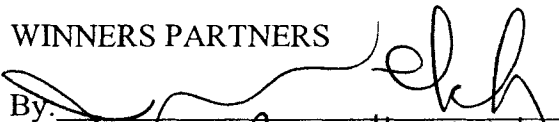
By: Winners Corporation, its General Partner

By:   
Name: **J. Russell Welch**  
Its: **Senior Vice President**

LEE'S COMPANY OPERATIONS, INC.

By:   
Name: **J. Russell Welch**  
Its: **Senior Vice President**

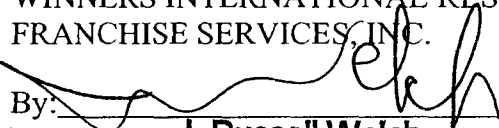
WINNERS PARTNERS

By:   
Name: **J. Russell Welch**  
Its: **Manager**

*[Signature Page to the Intellectual Property Assignment]*

**ASSIGNEE:**

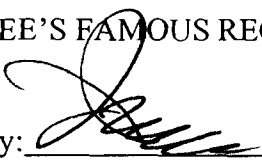
WINNERS INTERNATIONAL RESTAURANTS  
FRANCHISE SERVICES, INC.

By:   
Name: J. Russell Welch  
Its: Senior Vice President

The undersigned hereby acknowledges its agreement, pursuant to Section 10.9 of the Asset Purchase Agreement, to exercise its right and interest in the Franchise Agreements and the Franchise Intellectual Property by having Assignors sell, assign, transfer and deliver to Assignee all right, title and interest of Assignors in and to, or arising under, the Franchise Agreements and all Franchise Intellectual Property and the goodwill symbolized thereby, to Assignee:

**PURCHASER:**

LEE'S FAMOUS RECIPES, INC.

By:   
Name: Jeffrey D. Miller  
Its: President and CEO

*[Signature Page to the Intellectual Property Assignment]*

Schedule A

Trademarks

TRADEMARK NAME	OWNER	REGISTRATION NUMBER	NEXT ACTION DUE
BECAUSE YOU'VE GOT A TASTE FOR HOMADE	WIR	1,283,776	6/26/2014
BIGGER, BETTER, CHEAPER CHICKEN	WIR	1,831,476	4/19/2014
DOUBLE DIPPER DEAL	WIR	2,887,690	9/21/2014
FOOD WITHIN ARM'S REACH	WIR	2,379,942	8/22/2010
FOOD WITHIN YOUR REACH	WIR	2,386,198	9/12/2010
GOOD COOKING IN NO TIME	WIR	1,516,016	12/6/2008
MRS. WINNER'S SOUTHERN CAFÉ & Design	WIR	1,499,998	8/9/2008
MRS. WINNER'S	WIR	1,174,630	10/20/2011
MRS. WINNER'S	WIR	1,172,464	10/6/2011
MRS. WINNER'S (Stylized)	WIR	1,346,513	7/2/2015
MRS. WINNER'S (Stylized)	WIR	1,170,698	9/22/2011
MRS. WINNER'S (Stylized)	WIR	1,183,130	12/22/2011
MRS. WINNER'S CATERING (Stylized)	WIR	1,305,501	11/13/2014
MRS. WINNER'S CHICKEN AND BISCUITS & Design	WIR	2,691,888	3/4/2013
MRS. WINNER'S CHICKEN AND BISCUITS & Design	WIR	2,854,321	6/15/2014
MRS. WINNER'S SOUTHERN STYLE	WIR	1,498,821	8/2/2008
MRS. WINNER'S SUPER CINNAMON SWIRL (Stylized)	WIR	1,689,191	5/26/2012
MRS. WINNER'S SUPER CINNAMON SWIRLS	WIR	1,348,378	7/9/2015
SHE'S REALLY COOKIN' NOW	WIR	2,160,835	5/26/2008
SOUTHERN ORIGINALS	WIR	1,515,605	12/6/2008



TRADEMARK NAME	OWNER	REGISTRATION NUMBER	NEXT ACTION DUE
STAY HUNGRY	WIR	2,711,573	4/29/2013
SUPER CINNAMON SWIRLS (Stylized)	WIR	1,358,659	9/3/2015
TEABIRD	WIR	1,797,192	10/5/2013
THE 1ST CHOICE FOR FRIED CHICKEN	WIR	2,003,970	10/1/2006
THE FIRST CHOICE FOR FRIED CHICKEN	WIR	1,974,739	5/21/2006
THE FIRST CHOICE FOR FRIED CHICKEN	WIR	2,003,969	10/1/2006
WINGETTES	Lee's	421,900	1/7/2009
WINNER'S	WIR	2,246,319	5/18/2009
WINNER'S CORPORATION & Design	WIR	1,298,195	9/25/2014
WINNING OPPORTUNITIES WORLDWIDE	WIR	2,525,445	1/1/2012

Internet Domain Names			
mrswinners.biz	mrswinnersrtm.com	winnerscatering.com	rtmmrswinners.com
mrswinners.info	mrswinnerscatering.com	winners- international.com	
Corporate Names			
Mrs. Winner's, L.P.	Winner's Franchise Services, L.L.C.	Winners International Restaurants Franchise Services, Inc.	Winners International Restaurants Company Operations, Inc.
Winners Corporation	Winners Partners	Winners International Restaurants, Inc.	