

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
LEE'S HOLDING COMPANY, INC.		06/22/2007	CORPORATION: GEORGIA
FAMOUS RECIPE COMPANY OPERATIONS, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
FAMOUS RECIPE HOLDING COMPANY, INC.		06/22/2007	CORPORATION: GEORGIA
LEE'S FAMOUS RECIPES, INC.		06/22/2007	CORPORATION: FLORIDA
WINNERS INTERNATIONAL RESTAURANTS FRANCHISE SERVICES, INC.		06/22/2007	CORPORATION: DELAWARE
WINNERS FRANCHISE SERVICES, L.L.C.		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
WINNERS INTERNATIONAL RESTAURANTS COMPANY OPERATIONS, INC.		06/22/2007	CORPORATION: DELAWARE
LFR HOSEA L. WILLIAMS DRIVE, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
LFR MCDONOUGH BOULEVARD, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
LFR N. FIRST STREET, LLC		06/22/2007	LIMITED LIABILITY COMPANY: TENNESSEE
LFR 1960 BANKHEAD HIGHWAY, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
LFR NOLENSVILLE ROAD, LLC		06/22/2007	LIMITED LIABILITY COMPANY: TENNESSEE
LFR MAIN STREET, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
LFR UNIVERSITY AVENUE, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
LFR 4840 JONESBORO ROAD, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
LFR LEBANON ROAD, LLC		06/22/2007	LIMITED LIABILITY COMPANY: TENNESSEE
LFR PLEASANT HILL ROAD, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA

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LFR N. LOWRY STREET, LLC		06/22/2007	LIMITED LIABILITY COMPANY: TENNESSEE
LFR AUSTELL ROAD, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
LFR LAWRENCEVILLE SUWANEE ROAD, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA
FRCO HOSEA L. WILLIAMS DRIVE, LLC		06/22/2007	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	CRATOS CAPITAL MANAGEMENT, LLC, AS AGENT
Street Address:	3440 Preston Ridge Road
Internal Address:	Suite 400
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 38

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
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:	0421900	
Registration Number:	2246319	WINNER'S
Registration Number:	1298195	WINNERS CORPORATION W
Registration Number:	2525445	WINNING OPPORTUNITIES WORLDWIDE
Registration Number:	1311285	LEE'S FAMOUS RECIPE
Registration Number:	0974710	FAMOUS RECIPE
Registration Number:	1013215	FAMOUS RECIPE
Registration Number:	1690361	CRISPY PLUS
Registration Number:	1933845	SO GOOD IT'S GOT TO BE LEE'S
Registration Number:	1941590	GOLDEN HERB
Registration Number:	1345232	LEE'S FAMOUS RECIPE COUNTRY CHICKEN & BISCUITS
Registration Number:	2885057	FAST PAK

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	07/27/2007

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of June, 2007, among the Grantors listed on the signature pages hereof (the "Grantors"), and CRATOS CAPITAL MANAGEMENT, LLC, as administrative agent for the Lenders (as defined in the Credit Agreement described below) ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lee's Holding Company, Inc., a Georgia "S" corporation ("Borrower"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and Agent, Agent and the Lenders are willing to make the Commitments (as defined in the Credit Agreement) available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of June 22, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 4, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

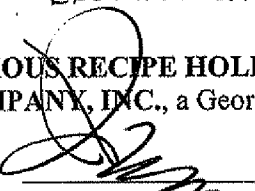
LEE'S HOLDING COMPANY, INC., a Georgia corporation

By: 
Name: JEFFREY MILLER
Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER


FAMOUS RECIPE COMPANY OPERATIONS, LLC, a Georgia limited liability company

By: 
Name: JEFFREY MILLER
Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER

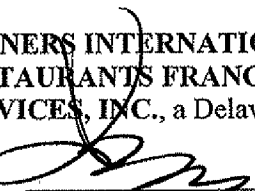
FAMOUS RECIPE HOLDING COMPANY, INC., a Georgia corporation

By: 
Name: JEFFREY MILLER
Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER

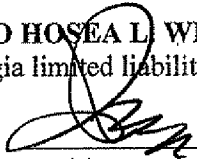
LEE'S FAMOUS RECIPES, INC., a Florida corporation

By: 
Name: JEFFREY MILLER
Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER


WINNERS INTERNATIONAL RESTAURANTS FRANCHISE SERVICES, INC., a Delaware corporation

By: 
Name: JEFFREY MILLER
Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER

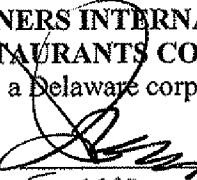
FRCO HOSEA L. WILLIAMS DRIVE, LLC, a
Georgia limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER

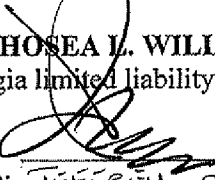
WINNERS FRANCHISE SERVICES,
L.L.C., a Georgia limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER

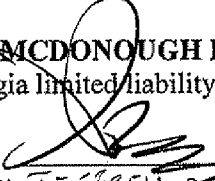
WINNERS INTERNATIONAL
RESTAURANTS COMPANY OPERATIONS,
INC., a Delaware corporation

By: 
Name: JEFFREY MILLER
Title: CHAIRMAN & CHIEF EXEC.
OFFICER

LFR HOSEA L. WILLIAMS DRIVE, LLC, a
Georgia limited liability company

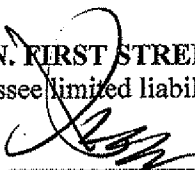
By: 
Name: JEFFREY MILLER
Title: MANAGER

LFR MCDONOUGH BOULEVARD, LLC, a
Georgia limited liability company


By: 
Name: JEFFREY MILLER
Title: MANAGER

TRADEMARK SECURITY AGREEMENT

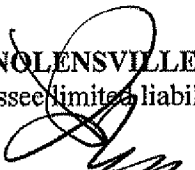
LFR N. FIRST STREET, LLC, a
Tennessee limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER


LFR 1960 BANKHEAD HIGHWAY, LLC, a
Georgia limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER

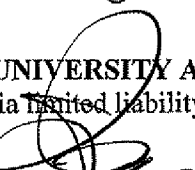
LFR NOLENSVILLE ROAD, LLC, a
Tennessee limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER

LFR MAIN STREET, LLC, a Georgia
limited liability company

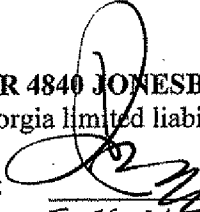
By: 
Name: JEFFREY MILLER
Title: MANAGER

LFR UNIVERSITY AVENUE, LLC, a
Georgia limited liability company

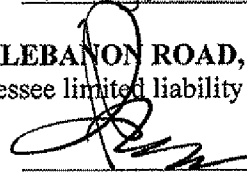
By: 
Name: JEFFREY MILLER
Title: MANAGER

TRADEMARK SECURITY AGREEMENT

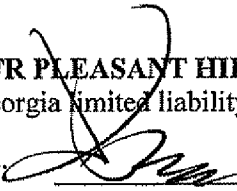
LFR 4840 JONESBORO ROAD, LLC, a
Georgia limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER

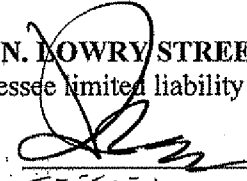
LFR LEBANON ROAD, LLC, a
Tennessee limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER


LFR PLEASANT HILL ROAD, LLC, a
Georgia limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER

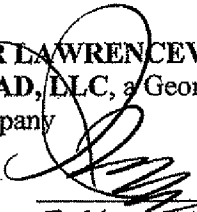
LFR N. DOWRY STREET, LLC, a
Tennessee limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER

LFR AUSTELL ROAD, LLC, a Georgia
limited liability company

By: 
Name: JEFFREY MILLER
Title: MANAGER

LFR LAWRENCEVILLE SUWANEE
ROAD, LLC, a Georgia limited liability
company

By: 
Name: JEFFREY MILLER
Title: MANAGER

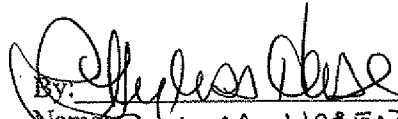
TRADEMARK SECURITY AGREEMENT

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CRATOS CAPITAL MANAGEMENT, LLC
As Agent

By: Cratos Capital Partners, LLC
Its Manager

By: 
Name: PHYLLIS HASEN
Title: DIRECTOR

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003592 FRAME: 0309

SCHEDULE 4

TRADEMARKS

Registered Trademarks:

TRADEMARK NAME	OWNER	REGISTRATION NUMBER
BECAUSE YOU'VE GOT A TASTE FOR HOME MADE	Winners International Restaurants Franchise Services, Inc. ("WIRFS")	1,283,776
BIGGER, BETTER, CHEAPER CHICKEN	WIRFS	1,831,476
DOUBLE DIPPER DEAL	WIRFS	2,887,690
FOOD WITHIN ARM'S REACH	WIRFS	2,379,942
FOOD WITHIN YOUR REACH	WIRFS	2,386,198
GOOD COOKING IN NO TIME	WIRFS	1,516,016
MRS. WINNER'S SOUTHERN CAFÉ & Design	WIRFS	1,499,998
MRS. WINNER'S	WIRFS	1,174,630
MRS. WINNER'S	WIRFS	1,172,464
MRS. WINNER'S (Stylized)	WIRFS	1,346,513
MRS. WINNER'S (Stylized)	WIRFS	1,170,698
MRS. WINNER'S (Stylized)	WIRFS	1,183,130
MRS. WINNER'S CATERING (Stylized)	WIRFS	1,305,501
MRS. WINNER'S CHICKEN AND BISCUITS & Design	WIRFS	2,691,888
MRS. WINNER'S CHICKEN AND BISCUITS & Design	WIRFS	2,854,321
MRS. WINNER'S SOUTHERN STYLE	WIRFS	1,498,821
MRS. WINNER'S SUPER CINNAMON SWIRL (Stylized)	WIRFS	1,689,191
MRS. WINNER'S SUPER CINNAMON SWIRLS	WIRFS	1,348,378
SHE'S REALLY COOKIN' NOW	WIRFS	2,160,835
SOUTHERN ORIGINALS	WIRFS	1,515,605

STAY HUNGRY	WIRFS	2,711,573
SUPER CINNAMON SWIRLS (Stylized)	WIRFS	1,358,659
TEABIRD	WIRFS	1,797,192
THE 1ST CHOICE FOR FRIED CHICKEN	WIRFS	2,003,970
THE FIRST CHOICE FOR FRIED CHICKEN	WIRFS	1,974,739
THE FIRST CHOICE FOR FRIED CHICKEN	WIRFS	2,003,969
WINGETTES	WIRFS	421,900
WINNER'S	WIRFS	2,246,319
WINNER'S CORPORATION & Design	WIRFS	1,298,195
WINNING OPPORTUNITIES WORLDWIDE	WIRFS	2,525,445
SUPER CINNAMON SWIRL (Stylized)	WIRFS	1,358,659
LEE'S FAMOUS RECIPE	Lee's Famous Recipes, Inc. ("Lee's")	1,311,285
LEE'S FAMOUS RECIPE (BAHAMAS)	Lee's	15,464
LEE'S FAMOUS RECIPE (CANADA)	Lee's	365,050
FAMOUS RECIPE	Lee's	974,710
FAMOUS RECIPE	Lee's	1,013,215
CRISPY PLUS	Lee's	1,690,361
SO GOOD IT'S GOT TO BE LEE'S	Lee's	1,933,845
GOLDEN HERB	Lee's	1,941,590
Miscellaneous Design	Lee's	1,345,232
CRISPY PLUS (CANADA)	Lee's	416077
LEE'S (CANADA)	Lee's	391,000
LEESFAMOUSRECIPE.BIZ	Lee's	D1763432-BIZ
FAST PAK	Lee's	2,885,057