

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
Cafe Enterprises, Inc.		06/16/2008	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	8377 E Hartford Drive
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77067056	WHERE EVERYONE'S A REGULAR
Serial Number:	77067093	WHERE EVERYONE'S A REGULAR.
Registration Number:	2764091	FATZ
Registration Number:	2764092	FATZ CAFE
Registration Number:	2362158	FATZ CAFE

CORRESPONDENCE DATA

Fax Number: (602)382-6070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 602 382 6250
 Email: lfrale@swlaw.com
 Correspondent Name: SNELL & WILMER L.L.P. R. Lee Fraley
 Address Line 1: 400 E Van Buren Street
 Address Line 2: One Arizona Center
 Address Line 4: Phoenix, ARIZONA 85004-2202

CH \$140.00 77067056

ATTORNEY DOCKET NUMBER:	46698.0397
NAME OF SUBMITTER:	R. Lee Fraley
Signature:	/R. Lee Fraley/
Date:	07/16/2008

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 16, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 16, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cafe Enterprises, Inc. (the "Borrower"), Cafe Holdings Corp., the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

a. Copyrights

- i. all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto;
- ii. all renewals, reversions and extensions of the foregoing;
- iii. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

b. Trademarks

- i. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- ii. all renewals and extensions of the foregoing;
- iii. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- iv. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CAFE ENTERPRISES, INC., a South Carolina corporation, as Grantor

By: R. Stephen Bruce
Name: R. STEPHEN BRUCE
Title: PRESIDENT

CAFE HOLDINGS CORP., a Delaware corporation, as Grantor

By: R. Stephen Bruce
Name: R. STEPHEN BRUCE
Title: PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Very truly yours,

CAFE ENTERPRISES, INC., a South Carolina corporation, as Grantor

By: _____
Name: _____
Title: _____

CAFE HOLDINGS CORP., a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Kelly A. Hallford
Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of SC.)

County of Greenville)

ss.

On this 13th day of June, 2008 before me personally appeared R. Stephen Bruce, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cafe Enterprises, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kimberly B. Davis
Notary Public
4/7/13

[ACKNOWLEDGEMENT OF GRANTOR FOR INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of S.C.)

County of Greenville)

ss.

On this 13th day of June, 2008 before me personally appeared R. Stephen Bruce proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cafe Holdings Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kimberly B. Davis
Notary Public
4/7/13

[ACKNOWLEDGEMENT OF GRANTOR FOR INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Cafe Enterprises, Inc.

1. U.S. Trademark Applications and Registrations

Trademark	Current Owner of Record	Status	Serial No./ Reg. No.	Filing Date Reg. Date	Intl. Class	Next Action	Comments
FATZ	Cafe Enterprises, Inc.	Registered	76/484281 2764091	1/22/03 9/16/03	43	9/16/09 - Maintenance	Claim of ownership of US Reg. No. 2362158
FATZ CAFE	Cafe Enterprises, Inc.	Registered	76/484283 2764092	1/22/03 9/16/03	43	9/16/09 - Maintenance	Claim of ownership of US Reg. No. 2362158 Disclaimer - CAFE
FATZ CAFE and Design	Cafe Enterprises, Inc.	Registered	75/766793 2362158	8/2/99 6/27/00	42	6/27/10 - Renewal	Disclaimer - CAFE
WORLD FAMOUS CALABASH CHICKEN	Cafe Enterprises, Inc.	Registered	78/620995 3217012	5/2/05 3/13/07	29	3/13/13 - Maintenance	Disclaimer - CHICKEN Sect. 2(f) Registration
WHERE EVERYONE'S A REGULAR	Cafe Enterprises, Inc.	Suspended	77/067056	12/19/2006	43	n/a	10/25/07 - Petition to Cancel US Reg. No. 2605721 (IT'S GOOD TO BE REGULAR) filed. 4/15/08 - Board granted petition
WHERE EVERYONE'S A REGULAR (Stylized)	Cafe Enterprises, Inc.	Suspended	77/067093	12/19/2006	43	n/a	10/25/07 - Petition to Cancel US Reg. No. 2605721 (IT'S GOOD TO BE REGULAR) filed. 4/15/08 - Board granted petition
FATZ CAFE and Design	Cafe Enterprises, Inc.	Cancelled	74/023244 1619209	1/29/90 10/23/90	42	n/a	4/29/97 - Cancelled - No Affidavit of Use filed
FATZ	Cafe Enterprises, Inc.	Abandoned	76/484280	1/22/2003	30	n/a	9/17/06 - Abandoned - No Statement of Use filed
FATZ CAFE	Cafe Enterprises, Inc.	Abandoned	76/484282	1/22/2003	30	n/a	9/17/06 - Abandoned - No Statement of Use filed

2. State Trademarks

Trademark	State	Owner	Status	Reg. Date	Doc. No.	Intl. Class(es)	Next Renewal	Comments
FATZ CAFE EST. 1988 and Design	South Carolina	Cafe Enterprises, Inc.	Registered	3/26/1999		42	3/26/2009	
FATZ CAFE	South Carolina	Cafe Enterprises, Inc.	Not Renewed	4/20/1989	SC003298	42	n/a	4/20/04 - Expired - Registration not renewed

3. Domain Name Registrations

Domain	Registrant	Created	Expires	Administrative Contact	Comments
fatzcafe.com	Cafe Enterprises, Inc. 4324 Wade Hampton Boulevard Taylors, SC 29687	1/8/2000	1/8/2009	Burton, Lynne W. lynnewburton@aol.com	active site
cafeenterprises.com	Cafe Enterprises, Inc. 4324 Wade Hampton Boulevard Taylors, SC 29687	1/26/2000	1/26/2009	Faust, Chuck chuck@fatzcafe.com	active site - Intranet site

Cafe Holdings Corp.

NONE