

**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
Planet Smoothie, LLC		01/14/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	AIP - Shack/Planet, LLC
Street Address:	2000 Morris Avenue
Internal Address:	Suite 1200
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2426478	ANTI-OXIDANT BLAST
Registration Number:	2426477	ANTI-STRESS BLAST
Registration Number:	2426885	BOOSTER BLAST
Registration Number:	2868211	FAST FUEL
Registration Number:	2714463	PLANET LIVING
Registration Number:	2469892	PLANET SMOOTHIE
Registration Number:	2360991	PLANET SMOOTHIE
Registration Number:	2560830	PLANET SMOOTHIE THE BEST TASTING SMOOTHIE ON THE PLANET!
Registration Number:	2456712	PROTEIN BLAST
Registration Number:	2473487	THE BEST TASTING SMOOTHIE ON THE PLANET!
Registration Number:	2310931	
Registration Number:	2454648	WELCOME TO THE PLANET!

OP \$390.00 2426478

Registration Number:	2988020	WHAT'S YOUR SMOOTHIE?
Registration Number:	2484776	WOMEN'S ONLY BLAST
Registration Number:	2513820	WORKOUT BLAST

**CORRESPONDENCE DATA**

Fax Number: (205)254-1999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 205-254-1179  
Email: ebranam@maynardcooper.com  
Correspondent Name: Emily Branum  
Address Line 1: 1901 Sixth Avenue North  
Address Line 2: Suite 2400  
Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Emily Branum
Signature:	/emily branum/
Date:	01/22/2009

**Total Attachments: 5**  
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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated January 14, 2009 is between PLANET SMOOTHIE, LLC, a Delaware limited liability company, SHANE'S RIB SHACK, LLC, a Delaware limited liability company and RSPS HOLDINGS, LLC, a Delaware limited liability company (herein jointly and severally called the "Borrower," whether one or more), and AIP - SHACK/PLANET, LLC, an Alabama limited liability company (the "Lender ").

### Recitals

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Borrower has requested that the Lender extend Credit to the Borrower under the Credit Documents. To secure the Obligations, and to induce the Lender to extend Credit to the Borrower under the Credit Documents, the Borrower has agreed to execute and deliver this Agreement to the Lender.

### Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and to induce the Lender to extend Credit to the Borrower under the Credit Documents, the Borrower agrees with the Lender as follows:

## ARTICLE 1

### Rules of Construction and Definitions

SECTION 1.1 Rules of Construction. This Agreement is subject to the rules of construction set forth in the Credit Agreement described in Exhibit A.

SECTION 1.2 Definitions. As used in this Agreement, capitalized terms that are not otherwise defined herein have the meanings defined for them in the Credit Agreement described in Exhibit A and the following terms are defined as follows:

(a) Unless otherwise defined herein, terms used in this Agreement that are defined in Article 9 of the Alabama Uniform Commercial Code (the "UCC") have the meanings defined for them therein.

(b) Account Debtor includes any buyer or lessee of Inventory from the Borrower, any customer for whom services are rendered or materials furnished by the Borrower, any other person obligated to the Borrower on an Account and all "account debtors" as defined in Article 9 of the UCC.

and payments now or hereafter due and/or payable under and with respect to any patents or patent applications, including, without limitation, damages and payments for past and future infringements, (6) rights to sue for past, present and future infringements of patents, (7) all goodwill of the business connected with the use of, and symbolized by, such patents and patent applications, and (8) all rights corresponding to any of the foregoing throughout the world.

(ae) Permitted Contest means any appropriate proceeding conducted in good faith by the Borrower to contest any tax, assessment, charge, Lien or similar claim, during the pendency of which proceeding the enforcement of such tax, assessment, charge, Lien or claim is stayed; provided that the Borrower has set aside on its books adequate cash reserves to assure the payment of any such tax, assessment, charge, Lien or claim.

(af) Permitted Encumbrances any Liens and other matters affecting title to the Property that are described in Exhibit C and any Permitted Liens (as such is defined in the Credit Agreement).

(ag) Person (whether or not capitalized) includes natural persons, sole proprietorships, corporations, trusts, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, limited liability companies and Governmental Authorities.

(ah) Property is defined in Section 2.1.

(ai) Security Documents means all Credit Documents that now or hereafter grant or purport to grant to the Lender any guaranty, collateral or other security for any of the Obligations.

(aj) Tangible Property means all Equipment, Fixtures, Inventory and other tangible personal property of the Borrower.

(ak) Trademark Collateral means, collectively, the Trademark Licenses, the Trademarks and all proceeds thereof, together with the Borrower's right, title, interest, claims and demands for past and future infringements of the Trademarks and Trademark Licenses.

(al) Trademark Licenses means any and all license agreements relating to Trademarks between Borrower and any other Person, whether Borrower is a licensor or licensee under such license agreements, including, without limitation, those license agreements listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all items now or hereafter owned by the Borrower or covered by such license agreements.

(am) Trademarks means one or all of the following now owned or hereafter acquired by Borrower or in which Borrower now has or hereafter acquires any rights: (1) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in

any similar office or agency of any State of the United States or any other country or any political subdivision thereof, including those listed on Schedule B, (2) the goodwill symbolized by any of the foregoing, (3) any and all licenses of trademarks, service marks, trade names and/or trade styles, whether as licensor or licensee, (4) any extensions, renewals and continuations of any and all trademarks, service marks, trade names, trade styles and/or licenses of any of the foregoing, (5) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof, (6) rights to sue for past, present and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (7) all rights corresponding to any of the foregoing throughout the world.

## ARTICLE 2

### Security Agreement

**SECTION 2.1 Granting Clauses.** As security for the Obligations, the Borrower hereby pledges and grants to the Lender security title to and a continuing security interest in and a lien on, all of the Borrower's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of the Borrower, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts and Contracts of the Borrower;
- (c) all General Intangibles of the Borrower;
- (d) all Patent Collateral, Trademark Collateral and Copyright Collateral of the Borrower;
- (e) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (f) all moneys of the Borrower, all Deposit Accounts of the Borrower in which such moneys may at any time be on deposit or held, all investments or securities of the Borrower in which such moneys may at any time be invested and all certificates, instruments and documents of the Borrower from time to time representing or evidencing any such moneys;
- (g) all Investment Property of the Borrower;
- (h) all of the Borrower's technology, intellectual property, proprietary information, data, applications, source codes, algorithms, models, formulations, analytical techniques, processes, computer programs, interfaces, ideas, designs, concepts, discoveries, findings, inventions (whether or not patentable), know-how, methods, developments, SOPs, protocols,

**SCHEDULE B**

**Patents, Patent Applications, Trademarks, Trademark Applications, Copyrights, and  
Copyright Applications Owned by Planet Smoothie, LLC**

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
U.S.	ANTI- OXIDANT BLAST	75/793197	09/07/1999	2426478	02/06/2001	5
U.S.	ANTI-STRESS BLAST	75/793183	09/07/1999	2426477	02/06/2001	5
U.S.	BOOSTER BLAST	75/914195	02/08/2000	2426885	02/06/2001	5
U.S.	FAST FUEL	75/893041	01/10/2000	2868211	08/03/2004	35
U.S.	PLANET EATS	78/365420	02/10/2004			32
U.S.	PLANET LIVING	76/323441	10/09/2001	2714463	05/06/2003	5
U.S.	PLANET SMOOTHIE	74/702296	07/17/1995	2469892	07/17/2001	35
U.S.	PLANET SMOOTHIE	75/186977	10/24/1996	2360991	06/27/2000	32
U.S.	PLANET SMOOTHIE THE BEST TASTING SMOOTHIE ON THE PLANET! & Design	75/530821	08/04/1998	2560830	04/16/2002	32 and 35
U.S.	PROTEIN BLAST	75/703573	05/14/1999	2456712	06/05/2001	5
U.S.	THE BEST TASTING SMOOTHIE ON THE PLANET!	76/068934	06/12/2000	2473487	07/31/2001	32 and 35
U.S.	TIN CUP MAN INSIDE EARTH DESIGN	75/528664	07/31/1998	2310931	01/25/2000	32 and 35
U.S.	WELCOME TO THE PLANET!	75/794008	09/07/1999	2454648	05/29/2001	35
U.S.	WHAT'S YOUR SMOOTHIE?	78/220362	02/28/2003	2988020	08/23/2005	32 and 35
U.S.	WOMEN'S ONLY BLAST	76/011437	03/28/2000	2484776	09/04/2001	5

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
U.S.	WORKOUT BLAST	78/705631	05/14/1999	2513820	12/04/2001	5
State of Georgia, U.S.	PLANET SMOOTHIE			T17063	03/20/1998	32
State of Georgia, U.S.	PLANET SMOOTHIE			S17015	03/20/1998	43
Mexico	PLANET LIVING	542475	04/10/2002	766326	10/31/2002	5
Bahrain (application)	PLANET SMOOTHIE	53771	02/21/2007			43
Egypt	PLANET SMOOTHIE	196567	02/15/2007			43
Jordan	PLANET SMOOTHIE	91160	03/01/2007	91160	11/13/2007	42
Kuwait (application)	PLANET SMOOTHIE	83263	02/17/2007			42
Oman (application)	PLANET SMOOTHIE	43764	02/25/2007			43
Qatar	PLANET SMOOTHIE	43408	03/01/2007	43408	06/30/2008	42
Saudi Arabia	PLANET SMOOTHIE	113648	02/19/2007	950/77	10/21/2007	43
United Arab Emirates (application)	PLANET SMOOTHIE	91420	03/07/2007			43

<b>TRADE NAME</b>
SPAZZ

**Patents, Patent Applications, Trademarks, Trademark Applications, Copyrights, and Copyright Applications Owned by Shane's Rib Shack, LLC**

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
U.S.	BIG DAD*	78/875280	5/3/2006			30
U.S.	IT'S GONNA GET MESSY	76/650522	11/17/2005	3155891	10/17/2006	43
U.S.	SHANE'S	72/250036	7/11/1966	0850359	6/4/1968	100
U.S.	SHANE'S RIB SHACK	76/609491	8/31/2004	3294431	9/18/2007	43
U.S.	SHANE'S RIB SHACK &	76/650819	11/17/2005	3243302	5/22/2007	43

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Schedule B-2