

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Krystal Company		03/27/2009	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Krystal Trademark Company		
Street Address:	2215-B RENAISSANCE DRIVE		
City:	LAS VEGAS		
State/Country:	NEVADA		
Postal Code:	89119		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77288559	KRYSTAL FREEZE	
CORRESPONDENCE DATA			
Fax Number:	(607)256-3628		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6072562000		
Email:	docket@bpmlegal.com		
Correspondent Name:	Brown & Michaels PC		
Address Line 1:	118 N. Tioga St.		
Address Line 4:	Ithaca, NEW YORK 14850		
ATTORNEY DOCKET NUMBER:	KRY-41		
NAME OF SUBMITTER:	Michael F. Brown		
Signature:	/mfb #29619/		
Date:	04/01/2009		

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TRADEMARK
REEL: 003963 FRAME: 0297

Total Attachments: 1
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is made as of March 27, 2009, between The Krystal Company, a Tennessee corporation ("Assignor") and Krystal Trademark Company, a Nevada corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark "KRYSTAL FREEZE" for "frozen and semi-frozen drinks" in International Class 032 (the "Mark"), the subject of pending United States application for registration serial number 77/288,559, filed on September 25, 2007, on which an Allegation of Use was filed on March 27, 2009. Assignee desires to acquire and own exclusively the entire right, title and interest in and to the Mark and the Registration Application (collectively, the "Trademark Rights") for all purposes, and all goodwill relating thereto, whether such rights are based in common law or under federal or state statute.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors and assigns, full and exclusive right, title and interest in and to the Trademark Rights that Assignor may now have or ever has had for any and all purposes, together with all goodwill of the business symbolized by the Trademark Rights. The foregoing assignment of the Trademark Rights includes, without limitation, (a) the right to register the Trademark Rights in the United States and in any foreign country, (b) all right, title and interest in and to the Registration Application, and to any Registration which will issue based on the Registration Application (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Trademark Rights, and (d) the right to enforce, sue for and collect damages by reason of any past, present or future infringement or misuse of the Mark. Assignor acknowledges and agrees that such Registration Application is being assigned to Assignee in connection with a transfer of all goodwill relating to the business in connection with which the Marks covered by such intent to use Registration Applications will be used.

Assignor agrees to execute and deliver to Assignee any and all instruments and documents that Assignee may reasonably consider necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend, effect or enforce this Assignment as well as Assignee's right, title and interest in and to the Trademark Rights, and to effect the assignment and transfer of the the Registration Application to Assignee, including but not limited to the recordation of this Assignment in the United States Patent and Trademark Office and in any foreign country and jurisdiction.

This Assignment is absolute, exclusive and irrevocable.

This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR:
THE KRYSTAL COMPANY

ASSIGNEE:
KRYSTAL TRADEMARK COMPANY

By: 

Name: James W. Fleenor

Title: SVP

By: 

Name: WENDY MAVRINAC

Title: SECRETARY