

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
Ja-Del, Inc.		06/30/2009	CORPORATION: MISSOURI
Fiorella's Jack Stack of Martin City, Inc.		06/30/2009	CORPORATION: MISSOURI
Fiorella's Jack Stack Plaza, Inc.		06/30/2009	CORPORATION: MISSOURI
Fiorella's Jack Stack Freight House, Inc.		06/30/2009	CORPORATION: MISSOURI
Fiorella's Jack Stack of Overland Park, Inc.		06/30/2009	CORPORATION: KANSAS
Jack Stack World Class, L.L.C.		06/30/2009	LIMITED LIABILITY COMPANY: MISSOURI
Fiorella's Jack Stack World Class, Inc.		06/30/2009	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Great Western Bank
Street Address:	10307 Metcalf Ave.
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66212
Entity Type:	banking corporation: SOUTH DAKOTA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2393345	FIGRELLA'S JACK STACK BARBECUE
Registration Number:	2225617	FIGRELLA'S JACK STACK BARBECUE OF OVERLAND PARK
Registration Number:	2483972	WORLD CLASS BARBECUE

CORRESPONDENCE DATA

Fax Number: (816)983-8080

OP \$90.00 2393345

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816-283-4664
Email: aaron.house@huschblackwell.com
Correspondent Name: Aaron House
Address Line 1: 4801 Main Street, Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	0503091-0000001
NAME OF SUBMITTER:	Aaron House
Signature:	/ah/
Date:	07/21/2009

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2009, is made by JA-DEL, INC., a Missouri corporation, FIORELLA'S JACK STACK OF MARTIN CITY, INC., a Missouri corporation, FIORELLA'S JACK STACK PLAZA, INC., a Missouri corporation, FIORELLA'S JACK STACK FREIGHT HOUSE, INC., a Missouri corporation, FIORELLA'S JACK STACK OF OVERLAND PARK, INC., a Kansas corporation, JACK STACK WORLD CLASS, L.L.C., a Missouri limited liability company and FIORELLA'S JACK STACK WORLD CLASS, INC., a Missouri corporation (each, a "Grantor" and collectively, the "Grantors") in favor of GREAT WESTERN BANK, a banking corporation organized and existing under the laws of the State of South Dakota ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and between Grantors and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantors; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this Intellectual Property 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, Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, Grantors hereby pledge and grant to Lender a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantors represent and warrant that they do not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Grantors further warrant that they have not previously made any assignments of, nor granted any security interests in, the Intellectual Property Collateral and that, to the best of Grantors' knowledge, the Intellectual Property Collateral is free of all other liens and encumbrances. To the best knowledge of Grantors, this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Lender's Lien on Grantors' Patents, Trademarks and Copyrights, to the best knowledge of Grantors, shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Such Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks or Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any Grantor's Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after such Grantor learns of such infringement, misappropriation or dilution. Such Grantor shall, unless it reasonably determines that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions as are reasonably appropriate, including to the extent deemed reasonably necessary, suing for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

JA-DEL, INC.

By: John Case Dorman
Name: John Case Dorman
Title: President

FIGRELLA'S JACK STACK PLAZA, INC.

By: John Case Dorman
Name: John Case Dorman
Title: President

FIGRELLA'S JACK STACK FREIGHT HOUSE, INC.

By: John Case Dorman
Name: John Case Dorman
Title: President

FIGRELLA'S JACK STACK OF OVERLAND PARK, INC.

By: John Case Dorman
Name: John Case Dorman
Title: President

FIGRELLA'S JACK STACK OF MARTIN CITY, INC.

By: John Case Dorman
Name: John Case Dorman
Title: President

FIGRELLA'S JACK STACK WORLD CLASS, INC.

By: John Case Dorman
Name: John Case Dorman
Title: President

JACK STACK WORLD CLASS, L.L.C.

By: John Case Dorman
Name: John Case Dorman
Title: Manager

ACCEPTED and ACKNOWLEDGED by:

GREAT WESTERN BANK

By: Phillip W. McElhane, SR
Name: Phillip W. McElhane
Title: Senior Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Trademark	Registration Date	Brief Goods/Services	Ser./Reg./App. No.	Owner
FIORELLA'S JACK STACK BARBECUE	10/10/2000	(Int'l Class: 42) Restaurant services	SN:75-788275 RN:2,393,345	Ja-Del, Inc. (Missouri Corp.) 13441 Holmes Road Kansas City, Missouri 64145
FIORELLA'S JACK STACK BARBECUE OF OVERLAND PARK	2/23/1999	(Int'l Class: 42) Restaurant services	SN:75-401251 RN:2,225,617	Kansas Ja-Del, Inc. (Kansas Corp.) 13441 Holmes Road Kansas City, Missouri 64145
WORLD CLASS BARBECUE	8/28/2001	(Int'l Class: 35) On-line retail store services featuring food products, clothing and gift items	SN:75-855750 RN:2,483,972	Ja-Del, Inc. (Missouri Corp.) 13441 Holmes Road Kansas City, Missouri 64145

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.