

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Slim Chicken's Holdings, LLC		08/13/2009	LIMITED LIABILITY COMPANY: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Raising Cane's USA, LLC		
<b>Street Address:</b>	5800 Tennyson Parkway, Suite 200		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024-3549		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: LOUISIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3342290	ALWAYS FRESH. NEVER FROZEN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(703)836-7419		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 836-6620		
Email:	parker.livingston@bipc.com		
Correspondent Name:	B. Parker Livingston, Jr.		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	1032733-000044		
NAME OF SUBMITTER:	B. Parker Livingston, Jr.		
Signature:	/B. Parker Livingston, Jr./		
Date:	10/23/2009		

OP \$40.00 3342290

Total Attachments: 2  
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**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement (the "Assignment") is entered into and effective as of the last signature date by and between Raising Cane's USA, LLC ("Raising Cane's"), a Louisiana limited liability company located and doing business at 5800 Tennyson Parkway, Suite 200, Plano, TX, 75024; and Slim Chicken's Holdings, LLC ("Slim Chicken's"), an Arkansas limited liability company located and doing business at 60 E. Township, Suite One, Fayetteville, Arkansas, 72703.

Slim Chicken's desires to assign to Raising Cane's and Raising Cane's desires to acquire from Slim Chicken's, all of Slim Chicken's right, title and interest in and to the mark ALWAYS FRESH. NEVER FROZEN and U.S. Trademark Registration No. 3,342,290 therefore, together with all of the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Slim Chicken's hereby grants, assigns and conveys to Raising Cane's all of Slim Chicken's right, title and interest in and to the mark ALWAYS FRESH. NEVER FROZEN and U.S. Trademark Registration No. 3,342,290 therefore, together with all of the goodwill associated therewith and symbolized thereby, in its entirety.

2. Title. Slim Chicken's hereby represents and warrants that it has not heretofore granted any license, right or privilege, with regard to the mark ALWAYS FRESH. NEVER FROZEN and U.S. Trademark Registration No. 3,342,290 therefore, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances,



all right, title and interest in and to the mark ALWAYS FRESH. NEVER FROZEN and U.S. Trademark Registration No. 3,342,290 therefore.

3. Right to Sue for Past Infringement. Slim Chicken's also assigns to Raising Cane's all claims for past damages by reason of past infringement or misappropriation of the mark ALWAYS FRESH. NEVER FROZEN and U.S. Trademark Registration No. 3,342,290 therefore, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Raising Cane's successors, assigns or other legal representatives.

4. Cooperation. Slim Chicken's agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all further instruments and documents and to perform such further acts as may be reasonably requested by Raising Cane's to effectuate more fully the transactions contemplated by this Assignment, including all documents necessary to effectuate transfer of the mark ALWAYS FRESH. NEVER FROZEN and U.S. Trademark Registration No. 3,342,290 therefore with any domain name registrar, or state or federal government, agency or authority.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Raising Cane's, its successors and other legal representatives, and shall be binding upon Slim Chicken's, its successors, assigns and other legal representatives.

RAISING CANE'S USA, LLC

By: BMS

Date: BRAD SANDERS

Title: CHIEF DEVELOPMENT OFFICER

Date: 10/15/09

SLIM CHICKEN'S HOLDINGS, LLC

By: [Signature]

Name: TOM GORDON

Title: PRESIDENT

Date: 8/13/09