

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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|  |  |                                   |                       |
|--|--|-----------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                                   |                                   |                       |
| <b>NATURE OF CONVEYANCE:</b>   | Assignment of Security Interest in Trademarks    |                                   |                       |
| <b>CONVEYING PARTY DATA</b>  |  |                                   |                       |
| <b>Name</b>  | <b>Formerly</b>                                  | <b>Execution Date</b>             | <b>Entity Type</b>    |
| Wells Fargo Bank, National Association, as Administrative Agent                      |  | 10/30/2009                        | National Association: |
| <b>RECEIVING PARTY DATA</b>  |  |                                   |                       |
| <b>Name:</b>   | GCI Capital Markets LLC, as Administrative Agent |                                   |                       |
| <b>Street Address:</b>   | 551 Madison Avenue                               |                                   |                       |
| <b>City:</b>   | New York   |                                   |                       |
| <b>State/Country:</b>  | NEW YORK   |                                   |                       |
| <b>Postal Code:</b>  | 10022  |                                   |                       |
| <b>Entity Type:</b>  | LIMITED LIABILITY COMPANY: DELAWARE              |                                   |                       |
| <b>PROPERTY NUMBERS Total: 8</b>   |  |                                   |                       |
| <b>Property Type</b>   | <b>Number</b>                                    | <b>Word Mark</b>                  |                       |
| <b>Serial Number:</b>  | 78631368   | LUCKY SHUCKERS                    |                       |
| <b>Registration Number:</b>  | 2481565  | TARHEEL VINEGAR BARBECUE SAUCE    |                       |
| <b>Registration Number:</b>  | 2665015  | CAROLINA CLASSIC BARBECUE SAUCE   |                       |
| <b>Registration Number:</b>  | 2434399  | MEMPHIS ORIGINAL BARBECUE SAUCE   |                       |
| <b>Registration Number:</b>  | 2381542  | STICKY FINGERS                    |                       |
| <b>Registration Number:</b>  | 2379701  | STICKY FINGERS                    |                       |
| <b>Registration Number:</b>  | 2699105  | CAROLINA SWEET BARBECUE SAUCE     |                       |
| <b>Registration Number:</b>  | 1924215  | STICKY FINGERS RESTAURANT AND BAR |                       |
| <b>CORRESPONDENCE DATA</b>   |  |                                   |                       |
| <b>Fax Number:</b>   | (617)526-9899                                    |                                   |                       |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                                   |                       |
| <b>Phone:</b>  | 6175269628                                       |                                   |                       |
| <b>Email:</b>  | cslattery@proskauer.com                          |                                   |                       |

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**TRADEMARK**  
**REEL: 004088 FRAME: 0944**

Correspondent Name: Christine Slattery  
Address Line 1: Proskauer Rose LLP  
Address Line 2: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

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| ATTORNEY DOCKET NUMBER: | 31199/049 |
|-------------------------|-----------|

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| NAME OF SUBMITTER: | Christine Slattery |
|--------------------|--------------------|

|            |                      |
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| Signature: | /Christine Slattery/ |
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| Date: | 11/02/2009 |
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## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

ASSIGNMENT dated as of October 30, 2009, from WELLS FARGO BANK, NATIONAL ASSOCIATION, as initial administrative agent (the "Initial Agent"), to GCI CAPITAL MARKETS LLC, as successor administrative agent (together with its successors and assigns, the "Successor Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Grant of Trademark Security Interest, dated as of May 5, 2006 (as may have heretofore been and as may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "TM Security Interest"), by STICKY RIBHOUSE, LLC, a Delaware limited liability company (as the "Grantor") in favor of the Initial Agent, the Grantor granted a security interest to the Initial Agent in certain Trademark Collateral (as defined below) including the Trademarks set forth in Schedule A thereto (the "Trademarks"); and

WHEREAS, the TM Security Interest was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on May 11, 2006 at Reel 003306, Frame 0548 and ; and

WHEREAS, the Successor Agent has replaced the Initial Agent as administrative agent under the Credit Agreement (as defined in the TM Security Interest), and in connection therewith, the Initial Agent has assigned all liens and security interests held by the Initial Agent under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) to the Successor Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" shall have the meaning ascribed to it in the TM Security Interest, and includes, without limitation, those items listed on Schedule A hereto.
2. Assignment of Security Interest. The Initial Agent hereby assigns all of the liens and security interests held by the Initial Agent in connection with the TM Security Interest, including those respecting the Trademarks, to the Successor Agent.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**  
as Initial Agent

By: 

Name:

Title:

[IP Assignment]

**TRADEMARK**  
**REEL: 004088 FRAME: 0947**

## SCHEDULE A

### List of Trademarks and Trademark Applications

| Name                                 | Registration/Serial<br>Number | Date of<br>Filing/Registration | Owner                   |
|--------------------------------------|-------------------------------|--------------------------------|-------------------------|
| Lucky Shuckers                       | 78-631,368                    | May 17, 2005                   | Sticky<br>Ribhouse, LLC |
| Tarheel Vinegar<br>Barbecue Sauce    | 2,481,565                     | August 28, 2001                | Sticky<br>Ribhouse, LLC |
| Carolina Classic<br>Barbecue Sauce   | 2,665,015                     | December 24, 2002              | Sticky<br>Ribhouse, LLC |
| Memphis Original<br>Barbecue Sauce   | 2,434,399                     | March 6, 2001                  | Sticky<br>Ribhouse, LLC |
| Sticky Fingers                       | 2,381,542                     | August 29, 2000                | Sticky<br>Ribhouse, LLC |
| Sticky Fingers                       | 2,379,701                     | August 22, 2000                | Sticky<br>Ribhouse, LLC |
| Carolina Sweet<br>Barbecue Sauce     | 2,699,105                     | March 25, 2003                 | Sticky<br>Ribhouse, LLC |
| Sticky Fingers<br>Restaurant and Bar | 1,924,215                     | October 3, 1995                | Sticky<br>Ribhouse, LLC |