

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Captain D's Enterprises, LLC		05/18/2010	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA

Name:	Ableco, L.L.C., as collateral agent
Street Address:	299 Park Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1151309	A GREAT LITTLE SEAFOOD PLACE
Registration Number:	2911208	AQUA AGENTS
Registration Number:	1649084	
Registration Number:	1029629	CAPTAIN D'S
Registration Number:	1661241	CAPTAIN D'S
Registration Number:	3514336	
Registration Number:	2558642	CAPTAIN D'S PLEASE
Registration Number:	3208169	CAPTAIN D'S SEAFOOD KITCHEN EST. 1969
Registration Number:	3143016	CAPTAIN'S CARB COUNTERS
Registration Number:	1130154	
Registration Number:	2567223	D'S FREEZE
Serial Number:	77945911	D'S TENDER CUT RIBS
Registration Number:	2958789	HOMESTYLE CRUNCHY

CH \$490.00 1151309

900162718

**TRADEMARK
 REEL: 004210 FRAME: 0140**

Registration Number:	1341166	LIGHTEN UP
Registration Number:	2911209	SEAFOOD HARVEST
Registration Number:	3091127	SHRIMP DIPPERS
Registration Number:	2911210	SHRIMP SHAKERS
Registration Number:	3746296	SIT DOWN FOOD AT FAST FOOD PRICES
Registration Number:	1654602	THE GREAT LITTLE SEAFOOD PLACE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.davidson@srz.com
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1114
NAME OF SUBMITTER:	Marisa Davidson (014951-1114)
Signature:	/kc for md/
Date:	05/18/2010

Total Attachments: 4
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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 18, 2010, by Captain D's Enterprises, LLC ("Grantor"), in favor of Ableco, L.L.C., in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 18, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

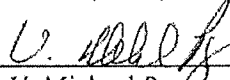
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CAPTAIN D'S ENTERPRISES, LLC

By: Captain D's, LLC, its sole member

By: 
Name: V. Michael Payne
Title: Senior Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

U.S. Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
A Great Little Seafood Place	United States	73/195717 12/6/1978	1151309 4/14/1981	Captain D's Enterprises, LLC
Aqua Agents	United States	78/342619 12/18/2003	2911208 12/14/2004	Captain D's Enterprises, LLC
Captain D's Building (Design only) 	United States	74/025485 2/5/1990	1649084 6/25/1991	Captain D's Enterprises, LLC
Captain D's	United States	73/048531 4/4/1975	1029629 1/6/1976	Captain D's Enterprises, LLC
Captain D's (with Design) 	United States	74/097031 9/14/1990	1661241 10/15/1991	Captain D's Enterprises, LLC
Captain D's Fish (Design only) 	United States	78/958218 8/23/2006	3514336 10/7/2008	Captain D's Enterprises, LLC
Captain D's Please	United States	76/252801 5/4/2001	2558642 4/9/2002	Captain D's Enterprises, LLC
Captain D's Seafood Kitchen Est. 1969 (with Design) 	United States	78/827314 3/2/2006	3208169 2/13/2007	Captain D's Enterprises, LLC
Captain's Carb Counters	United States	78/397116 4/6/2004	3143016 9/12/2006	Captain D's Enterprises, LLC
Captain's Head (Design only) 	United States	73/173784 6/9/1978	1130154 1/29/1980	Captain D's Enterprises, LLC
D's Freeze ¹	United States	76/252802 5/4/2001	2567223 5/7/2002	Captain D's Enterprises, LLC
D's Tender Cut Ribs	United States	77/945911 2/26/2010		Captain D's Enterprises, LLC
Homestyle Crunchy	United States	78/342621 12/18/2003	2958789 5/31/2005	Captain D's Enterprises, LLC

¹ The Company did not file a Declaration of Use between the fifth and sixth years after the registration date, in accordance with 15 U.S.C. Section 1058. Accordingly, the Company expects the USPTO to cancel the Company's registration to this mark.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
Lighten Up	United States	73/496365 8/24/1984	1341166 6/11/1985	Captain D's Enterprises, LLC
Seafood Harvest	United States	78/342631 12/18/2003	2911209 12/14/2004	Captain D's Enterprises, LLC
Shrimp Dippers	United States	78/385962 3/17/2004	3091127 5/9/2006	Captain D's Enterprises, LLC
Shrimp Shakers	United States	78/342640 12/18/2003	2911210 12/14/2004	Captain D's Enterprises, LLC
Sit Down Food At Fast Food Prices	United States	77/749610 6/2/2009	3746296 2/9/2010	Captain D's Enterprises, LLC
The Great Little Seafood Place	United States	74/096876 9/14/1990	1654602 8/20/1991	Captain D's Enterprises, LLC