

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael's Enterprises, Inc.		11/02/2010	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Back Yard Burgers, Inc.		
Street Address:	500 Church Street, Suite 200		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2024782	MIZ GRAZI'S	
CORRESPONDENCE DATA			
Fax Number:	(615)744-5558		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-726-5558		
Email:	jsuwanski@bakerdonelson.com		
Correspondent Name:	Jillian M. Suwanski		
Address Line 1:	211 Commerce Street, Suite 800		
Address Line 2:	Baker Donelson Center		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	Jillian M. Suwanski		
Signature:	/Jillian M. Suwanski/		
Date:	11/22/2010		
Total Attachments: 3			

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**TRADEMARK
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ASSIGNMENT OF TRADEMARK RIGHTS

^{November}
THIS ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made and effective as of this 2 day of ~~October~~, 2010, by **MICHAEL'S ENTERPRISES, INC.**, a Mississippi corporation whose address is 230 River Commons Circle West, Memphis, Tennessee 38120 ("Assignor"), to **BACK YARD BURGERS, INC.**, a Delaware corporation, whose address is 500 Church Street, Suite 200, Nashville, Tennessee 37219 ("Assignee"), pursuant to that Purchase and Sale Agreement dated the date hereof (the "Purchase and Sale Agreement"), between Assignor and Assignee. All capitalized terms used but not defined in this Assignment will have the meaning ascribed to them in the Purchase and Sale Agreement.

The Purchase and Sale Agreement provides, among other things, for the sale and transfer by Assignor (as Seller under the Purchase and Sale Agreement) to Assignee (as Buyer under the Purchase and Sale Agreement) of all of the right, title and interest that Assignor possesses and has the right to transfer in the federally registered trademark MIZ GRAZI'S, Reg. No. 2,024,782, for "hot sauces, spices and relishes" (the "Mark"). This Assignment is made and delivered to perfect such sale and transfer to Assignee of certain of the Mark free and clear of all liens.

NOW, THEREFORE, pursuant to the Purchase and Sale Agreement and for good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee's successors and assigns, all of the right, title and interest that Assignor possesses and has the right to transfer in the United States and in all foreign countries in, to and under the trademark registrations and applications for the Mark, together with all related common law rights and the goodwill of the business symbolized thereby, together with all rights and privileges granted and secured thereby, including the right to sue and recover for past infringement, such rights to be held and enjoyed by Assignee, for its own use and benefit and that of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made. Notwithstanding anything to the contrary contained herein, the rights assigned hereunder are transferred free and clear of all liens.

This Assignment shall be construed and enforced in accordance with the laws of the State of Tennessee.

Nothing contained in this Assignment shall in any way amend, supersede, rescind, waive or otherwise affect any provision, including the representations, warranties, covenants, agreements and limitations, set forth in the Purchase and Sale Agreement, this Assignment being intended only to effect transfer of the Mark to Assignee as provided in the Purchase and Sale Agreement.

Assignor hereby consents to and requests recordation of this Assignment by Assignee and further authorizes and requests that all official documents and communications relating to said trademarks issue and deliver to Assignee, its attorneys, agents, successors and assigns.

Assignor hereby grants to Jillian M. Suwanski, Esq. at the law firm of Baker Donelson Bearman Caldwell and Berkowitz, PC the power to insert in this Assignment any further

identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

[Signatures are found on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademark Rights to be executed as of the date first written above.

ASSIGNOR:

MICHAEL'S ENTERPRISES, INC.

By: Lattimore M Michael
Name: LATTIMORE M MICHAEL
Title: PRES

STATE OF TENNESSEE
COUNTY OF Shelby

Personally appeared before me this 2 day of November, 2010, the above named Lattimore Michael to me known to be the person who executed the foregoing Assignment of Trademark Rights of the above-named Assignor and being first duly sworn, stated upon oath that said Note is true and correct.

WITNESS my hand and seal at office, on this 2 day of November, 2010.

Jean Nicole Douglas
Notary Public

My Commission Expires:
12/16/2015

[NOTARIAL SEAL]

