

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
AFC ENTERPRISES, INC.		12/23/2010	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	270 Park Ave.
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Bank:

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2215069	AFC ENTERPRISES
Registration Number:	2215059	AFC ENTERPRISES
Registration Number:	3592400	BONAFIDE
Registration Number:	3124168	CAJUN CRAVERS
Registration Number:	2787618	CAJUN OUR WAY
Registration Number:	1371596	CAJUN SPARKLE
Registration Number:	3506014	CATER THE FLAVOR
Registration Number:	2830920	EDUCAJUN
Registration Number:	3671028	EYE POPPIN FLAVOR
Registration Number:	3441997	FLAVOR KREWE
Registration Number:	2091908	FRANCHISOR OF CHOICE
Registration Number:	3127609	GARDEN DISTRICT SALADS
Registration Number:	3142938	GARDEN DISTRICT SALADS

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Registration Number:	1257959	LOVE THAT CHICKEN FROM POPEYES
Registration Number:	1116753	LOVE THAT CHICKEN!
Registration Number:	3454604	LOVE THAT SCHOOL
Registration Number:	3681088	P
Registration Number:	3681087	P LOUISIANA KITCHEN
Registration Number:	3681089	P POPEYES LOUISIANA KITCHEN
Registration Number:	2995706	PO-BOYS TO GEAUX GEAUX
Registration Number:	1267567	POPEYES
Registration Number:	1551239	POPEYES
Serial Number:	77456582	POPEYES BONAFIDE CHICKEN
Registration Number:	3068867	POPEYES CAJUN CRAVERS
Registration Number:	3420158	POPEYES CHICKADEES
Registration Number:	2095493	POPEYES CHICKEN & BISCUITS
Registration Number:	2000593	POPEYES CHICKEN & BISCUITS
Registration Number:	2000592	POPEYES CHICKEN & BISCUITS
Serial Number:	78876493	EST. 1972 POPEYES CHICKEN & BISCUITS
Serial Number:	75675890	POPEYES CHICKEN & BISCUITS FOOD WITH ATTITUDE!
Registration Number:	1378568	POPEYES FAMOUS FRIED CHICKEN & BISCUITS
Registration Number:	1257958	POPEYES FAMOUS FRIED CHICKEN
Registration Number:	1257702	POPEYES FAMOUS FRIED CHICKEN
Registration Number:	2398299	POPEYES FOOD WITH ATTITUDE
Registration Number:	1030944	POPEYES
Serial Number:	73162707	POPEYES
Registration Number:	1121699	POPEYES
Registration Number:	1552225	POPEYES
Registration Number:	1021254	POPEYES
Registration Number:	3681086	POPEYES LOUISIANA KITCHEN
Registration Number:	3226651	POPEYES NAKED CHICKEN
Registration Number:	1823416	SEAFOOD CELEBRATION
Registration Number:	1563625	SWEET HEAT
Registration Number:	2017585	THE NEW AGE OF OPPORTUNITY
Registration Number:	2681443	WE DO GOOD BA-YOU
Registration Number:	2010357	AFC
Serial Number:	85177484	FLAVORIETY

CORRESPONDENCE DATA

Fax Number: (212)822-5054
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5054
Email: wchang@milbank.com
Correspondent Name: Wayne Chang
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Milbank, Tweed, Hadley & McCloy LLP
Address Line 4: New York, NEW YORK 10005-1413

ATTORNEY DOCKET NUMBER:	57000.27200
NAME OF SUBMITTER:	Wayne Chang
Signature:	/Wayne Chang/
Date:	01/04/2011

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2010 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by **AFC ENTERPRISES, INC.**, a Minnesota corporation (the "Grantor") in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent for the Secured Parties (in such capacity, as "Collateral Agent") (as defined in the Credit Agreement).

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of December 23, 2010 (as amended, supplemented, amended and restated, replaced or otherwise modified from time to time, (the "Credit Agreement"), with the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 23, 2010, in favor of the Collateral Agent (as amended, supplemented, amended and restated, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each

registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(c) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(d) any and all proceeds of the foregoing.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

AFC ENTERPRISES, INC.

By: 

Name:

H. Melville Hope III

Title:

Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: *Sean J Lynch*

Title: *Senior Vice President*

Schedule 1 to the Intellectual Property Security Agreement

See attached

AFC ENTERPRISES, INC. COPYRIGHTS

Work	Reg. Date	Reg. No.	Expiration Date	Remark
Copyright: Artwork - 2 Dimensional Heritage Design	4/25/2005	VA 1-3 16-839	12/31/2099	
Copyright: HERITAGE TECHNICAL DRAWINGS (Interior)	4/26/2005	VA 1-334-525	12/31/2096	
Copyright: POPEYES HERITAGE DESIGN	5/18/2004	VA 1-262-769	12/31/2096	
US Copyright: LOVE THAT CHICKEN FROM POPEYES (Dr. John)	10/5/1982	SR0000040456		Term extends until 70 years from author's death, or, if corporate ownership, 95 years from published or 120 years from creation date, whichever comes first. Author is still living. 6/2010.

AFC ENTERPRISES, INC. REGISTERED TRADEMARKS

Mark	Country	Filed	App. No.	Registered	Reg. No.
TM US: AFC ENTERPRISES and Star Design in Class 35	United States	9/17/1996	75/167,398	12/29/1998	2,215,069
TM US: AFC ENTERPRISES in Class 35	United States	8/27/1996	75/160,522	12/29/1998	2,215,059
TM US: BONAFIDE	United States	11/7/2007	77/323,613	3/17/2009	3,592,400
TM US: CAJUN CRAVERS in Class 29	United States	11/8/2001	78/092,368	8/1/2006	3,124,168
TM US: CAJUN OUR WAY in Classes 29 and 43	United States	5/17/2002	78/129,484	11/25/2003	2,787,618
TM US: CAJUN SPARKLE in Class 30	United States	5/3/1985	73/535,680	11/19/1985	1,371,596
TM US: CATER THE FLAVOR	United States	4/25/2007	77/164,883	9/23/2008	3,506,014
TM US: EDUCAJUN in Class 41	United States	5/17/2002	78/975,224	4/6/2004	2,830,920
TM US: EYE POPPIN FLAVOR in Class 43	United States	1/19/2006	78/794,343	8/18/2009	3,671,028
TM US: FLAVOR KREWE	United States	6/11/2007	77/203,010	6/3/2008	3,441,997
TM US: FRANCHISOR OF CHOICE in Class 35	United States	9/6/1995	74/725,852	8/26/1997	2,091,908
TM US: GARDEN DISTRICT SALADS and Design in Class 29	United States	2/11/2004	78/366,184	8/8/2006	3,127,609
TM US: GARDEN DISTRICT SALADS in Class 29	United States	2/3/2004	78/361,490	9/12/2006	3,142,938
TM US: LOVE THAT CHICKEN FROM POPEYES in Class 42	United States	3/17/1978	73/162,712	11/15/1983	1,257,959
TM US: LOVE THAT CHICKEN! (Stylized) in Class 42	United States	3/17/1978	73/162,713	4/17/1979	1,116,753
TM US: LOVE THAT SCHOOL	United States	1/29/2007	77/093,580	6/24/2008	3,454,604
TM US: P (Stylized) in Cl 29, 43	United States	6/24/2008	77/506,289	9/8/2009	3,681,088
TM US: P LOUISIANA KITCHEN SEAL in Cl 29, 43	United States	6/24/2008	77/506,282	9/8/2009	3,681,087
TM US: P POPEYES LOUISIANA KITCHEN SEAL in Cl 29,43	United States	6/24/2008	77/506,307	9/8/2009	3,681,089
TM US: PO-BOYS TO GEAX GEAX	United States	8/19/2002	78/155,462	9/13/2005	2,995,706

Mark	Country	Filed	App. No.	Registered	Reg. No.
TM US: POPEYES (Stylized) in Class 29, 30, 31 and 42	United States	4/26/1982	73/361,550	2/21/1984	1,267,567
TM US: POPEYES (Stylized) in Class 35	United States	11/29/1988	73/766,330	8/8/1989	1,551,239
TM US: POPEYES BONAFIDE CHICKEN and Design	United States	4/24/2008	77/456,582	12/16/2008	3,546,452
TM US: POPEYES CAJUN CRAVERS in Class 29	United States	11/8/2001	78/092,380	3/14/2006	3,068,867
TM US: POPEYES CHICKADEES	United States	10/21/2005	78/737,712	4/29/2008	3,420,158
TM US: POPEYES CHICKEN & BISCUITS and Banner Design in Class 29	United States	7/19/1994	74/551,044	9/9/1997	2,095,493
TM US: POPEYES CHICKEN & BISCUITS and Banner Design in Class 42	United States	7/19/1994	74/551,046	9/17/1996	2,000,593
TM US: POPEYES CHICKEN & BISCUITS and Doorway Design in Class 42	United States	7/19/1994	74/551,045	9/17/1996	2,000,592
TM US: POPEYES CHICKEN & BISCUITS EST. 1972 Sign Design in Class 43	United States	5/4/2006	78/876,493	7/31/2007	3,272,168
TM US: POPEYES CHICKEN & BISCUITS FOOD WITH ATTITUDE! in Class 29, 30 and 42	United States	4/6/1999	75/675,890	5/15/2001	2,451,764
TM US: POPEYES FAMOUS FRIED CHICKEN & BISCUITS in Class 42	United States	1/8/1985	73/516,686	1/14/1986	1,378,568
TM US: POPEYES FAMOUS FRIED CHICKEN and Sign Design in Class 42	United States	3/17/1978	73/162,625	11/15/1983	1,257,958
TM US: POPEYES FAMOUS FRIED CHICKEN in Class 29	United States	7/6/1978	73/177,327	11/15/1983	1,257,702
TM US: POPEYES FOOD WITH ATTITUDE in Class 42	United States	12/19/1997	75/408,209	10/24/2000	2,398,299
TM US: POPEYES in Class 29	United States	5/19/1975	73/052,658	1/20/1976	1,030,944
TM US: POPEYES in Class 29	United States	3/17/1978	73/162,707	6/26/1979	1,121,096
TM US: POPEYES in Class 30	United States	3/17/1978	73/162,627	7/10/1979	1,121,699

Mark	Country	Filed	App. No.	Registered	Reg. No.
TM US: POPEYES in Class 35	United States	11/29/1988	73/766,279	8/15/1989	1,552,225
TM US: POPEYES in Class 42	United States	8/19/1974	73/029,940	9/23/1975	1,021,254
TM US: POPEYES LOUISIANA KITCHEN & Design in CI 29, 43	United States	6/24/2008	77/506,242	9/8/2009	3,681,086
TM US: POPEYES NAKED CHICKEN in Class 29	United States	3/24/2004	78/389,923	4/10/2007	3,226,651
TM US: SEAFOOD CELEBRATION in Class 42	United States	5/11/1993	74/390,060	2/22/1994	1,823,416
TM US: SWEET HEAT in Class 30	United States	3/16/1989	73/787,015	10/31/1989	1,563,625
TM US: THE NEW AGE OF OPPORTUNITY in Class 42	United States	11/28/1995	75/025,201	11/19/1996	2,017,585
TM US: WE DO GOOD BA-YOU in Class 29 and 43	United States	5/10/2002	[78/127,833	1/28/2003	2,681,443
US TM: AFC in Classes 35	United States	12/14/1992	74/339,479	10/22/1996	2,010,357

AFC ENTERPRISES, INC. PENDING TRADEMARKS

Mark	Country	Filed	App. No.	Registered	Reg. No.
TM US: FLAVORIETY	United States	11/16/2010	85/177,484		