

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cajun Funding Corp.		02/24/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas
<b>Street Address:</b>	100 Plaza One
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07311
<b>Entity Type:</b>	Banking Corporation: NEW YORK

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Serial Number:	78138055	BARBECUE
Serial Number:	76234515	BIG PIECES, LITTLE PRICES
Serial Number:	85071004	CHICKEN GENIUS
Serial Number:	85110556	CHURCH'S CRISPY TACO
Serial Number:	85110473	CHURCH'S MINIS
Serial Number:	85110527	CHURCH'S SOUTHERN SWEET TEA
Serial Number:	77417629	CHURCH'S
Serial Number:	77418468	CHURCH'S CHICKEN
Serial Number:	73660006	CHURCH'S CHICKEN
Serial Number:	74412313	CHURCHS CHICKEN
Serial Number:	74412312	CHURCHS CHICKEN
Serial Number:	77578881	CHURCH'S CHICKEN SINCE 1952
Serial Number:	76023277	CHURCH'S CHICKEN SINCE 1952
Serial Number:	77879424	CHURCH'S CHICKEN SINCE 1952

CH \$965.00 78138055

900185359

**TRADEMARK**  
 REEL: 004489 FRAME: 0059

Serial Number:	77879423	CHURCH'S CHICKEN SINCE 1952
Serial Number:	85071986	CHURCH'S CHICKEN SINCE 1952 CHICKEN GENIUS
Serial Number:	85146430	CHURCH'S CRISPY TACO
Serial Number:	85146453	CHURCH'S MINIS
Serial Number:	77321998	CHURCH'S PARTNERS FOUNDATION, INC.
Serial Number:	85146998	CHURCH'S SOUTHERN SWEET FRESHLY BREWED TEA
Serial Number:	85027568	CHURCH'S WILD WINGS
Serial Number:	78138136	CREAMY JALAPENO MAYO
Serial Number:	78499914	GOTTA HAVE THAT CRUNCH
Serial Number:	78138196	HONEY MUSTARD
Serial Number:	77151655	"I KNOW WHAT GOOD IS"
Serial Number:	75037580	JALAPENO CHEESE BOMBERS
Serial Number:	78063959	KRISPY TENDER STRIPS
Serial Number:	78138158	PURPLE PEPPER SAUCE
Serial Number:	78138155	RANCH
Serial Number:	85071869	SPICIER SPICY CHICKEN
Serial Number:	78627766	SPICY CHICKEN
Serial Number:	78138162	SWEET & SOUR SUGAR
Serial Number:	75904303	TENDER STRIPS
Serial Number:	77034415	TEXAS CHICKEN SINCE 1952
Serial Number:	85047019	THE BIG JUICY
Serial Number:	85047031	THE BIG JUICY
Serial Number:	78499904	WE'VE GOT THE CRUNCH
Serial Number:	77724708	YOU KNOW WHAT GOOD IS.

**CORRESPONDENCE DATA**

Fax Number: (212)492-0603  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: lsilber@paulweiss.com, aashville@paulweiss.com  
Correspondent Name: Lindsay N. Silber  
Address Line 1: 1285 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18446-010
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/

Date:

03/02/2011

**Total Attachments: 9**

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**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of February 24, 2011, made by Cajun Funding Corp. (the "Grantor") in favor of Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), pursuant to the Indenture (as defined hereafter). Capitalized terms used in this Notice but not defined herein shall have the meanings set forth in the Indenture.

WHEREAS, the Grantor owns the Trademarks that are Registered in the United States and set forth on Schedule 1 attached hereto, including the goodwill of any business connected with the use of and symbolized thereby (collectively, the "Pledged Trademarks");

WHEREAS, the Grantor is party to the Base Indenture, dated as of February 24, 2011 (as amended, amended and restated or otherwise modified from time to time, the "Indenture") in favor of the Trustee pursuant to which the Grantor is required to execute and deliver this Notice;

WHEREAS, in addition to other Collateral, pursuant to the Indenture, the Grantor Granted to the Trustee, for its own benefit and security and for the benefit and security of the other Secured Parties, the Pledged Trademarks and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or violation of the Pledged Trademarks occurring prior to, on or after the Closing Date, and to collect all damages, settlements and proceeds relating to the Pledged Trademarks (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to the Indenture, the Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Indenture.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Indenture:

(a) The Grantor hereby Grants to the Trustee, for its own benefit and security and for the benefit and security of the other Secured Parties, the Trademark Collateral. Notwithstanding the foregoing, the Grant set forth in this paragraph (a) shall not include any application for registration of a Pledged Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of an assignment or security interest (including intent-to-use applications filed with the PTO pursuant to 15 U.S.C. Section 1051(b) prior to the acceptance by the PTO of a statement of use or amendment to allege use pursuant to 15 U.S.C. 1051(c) or (d)); provided, that at such time as the grant and/or enforcement of the assignment or security interest would not cause such Pledged Trademark application to be invalidated, canceled, voided or abandoned, then the Grant set forth in this paragraph (a) shall include such Pledged Trademark application.

(b) The parties intend that this Notice is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee's interest in the Trademark Collateral.

(c) The Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

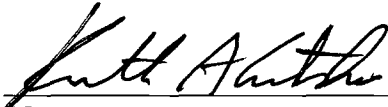
(d) The Grantor and the Trustee hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Indenture.

(e) THIS NOTICE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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IN WITNESS WHEREOF, the undersigned has caused this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

CAJUN FUNDING CORP.

By:   
Name: Kenneth A. Cutshaw  
Title: EVP & Chief Legal Officer




STATE OF Georgia )  
 ) ss.:  
COUNTY OF Fulton )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally came Kenneth A. Cutschaw, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that ~~he~~/she is the EOY & Chief Legal Officer of Cajun Funding Corp.; ~~he~~/she signed the instrument in the name of Kenneth A. Cutschaw; and ~~he~~/she had the authority to sign the instrument on behalf of Cajun Funding Corp.







  
\_\_\_\_\_  
Notary Public  
**Lisa L Sims**  
**NOTARY PUBLIC**  
DeKalb County, GEORGIA






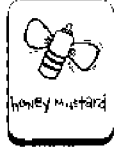
**Schedule 1 to Notice of Grant of Security Interest in Trademarks**


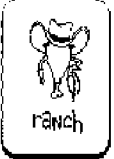



**U.S. FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS**


<b>Mark</b>	<b>Owner</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
BARBECUE & Design 	Cajun Funding Corp.	78138055	6/24/2002	2,824,083	3/16/2004	REGISTERED
BIG PIECES, LITTLE PRICES	Cajun Funding Corp.	76234515	4/2/2001	2,599,311	7/23/2002	REGISTERED
CHICKEN GENIUS	Cajun Funding Corp.	85071004	6/24/2010	N/A	N/A	PENDING
CHURCH'S CRISPY TACO	Cajun Funding Corp.	85110556	8/18/2010	N/A	N/A	PENDING
CHURCH'S MINIS	Cajun Funding Corp.	85110473	8/18/2010	N/A	N/A	PENDING
CHURCH'S SOUTHERN SWEET TEA	Cajun Funding Corp.	85110527	8/18/2010	N/A	N/A	PENDING
CHURCH'S	Cajun Funding Corp.	77417629	3/10/2008	3,519,703	10/21/2008	REGISTERED
CHURCH'S CHICKEN	Cajun Funding Corp.	77418468	3/11/2008	3,519,711	10/21/2008	REGISTERED
CHURCH'S CHICKEN & Design 	Cajun Funding Corp.	73660006	5/11/1987	1,471,070	12/29/1987	REGISTERED
CHURCHS CHICKEN & Design 	Cajun Funding Corp.	74412313	7/14/1993	1,915,306	8/29/1995	REGISTERED



Mark	Owner	Application No.	Application Date	Registration No.	Registration Date	Status
CHURCHS CHICKEN & Design 	Cajun Funding Corp.	74412312	7/14/1993	1,918,270	9/12/1995	REGISTERED
CHURCH'S CHICKEN SINCE 1952	Cajun Funding Corp.	77578881	9/25/2008	3,653,765	7/14/2009	REGISTERED
CHURCH'S CHICKEN SINCE 1952 & Design 	Cajun Funding Corp.	76023277	4/11/2000	2,721,849	6/3/2003	REGISTERED
CHURCH'S CHICKEN SINCE 1952 & Design 	Cajun Funding Corp.	77879424	11/24/2009	N/A	N/A	PENDING
CHURCH'S CHICKEN SINCE 1952 & Design 	Cajun Funding Corp.	77879423	11/24/2009	N/A	N/A	PENDING
CHURCH'S CHICKEN SINCE 1952 CHICKEN GENIUS & Design 	Cajun Funding Corp.	85071986	6/25/2010	N/A	N/A	PENDING
CHURCH'S CRISPY TACO & Design 	Cajun Funding Corp.	85146430	10/6/2010	N/A	N/A	PENDING

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date	Status
CHURCH'S MINIS & Design 	Cajun Funding Corp.	85146453	10/6/2010	N/A	N/A	PENDING
CHURCH'S PARTNERS FOUNDATION, INC. & Design 	Cajun Funding Corp.	77321998	11/5/2007	3,729,022	12/22/2009	REGISTERED
CHURCH'S SOUTHERN SWEET FRESHLY BREWED TEA & Design 	Cajun Funding Corp.	85146998	10/7/2010	N/A	N/A	PENDING
CHURCH'S WILD WINGS & Design 	Cajun Funding Corp.	85027568	4/30/2010	N/A	N/A	PENDING
CREAMY JALAPENO MAYO & Design 	Cajun Funding Corp.	78138136	6/24/2002	2,880,250	8/31/2004	REGISTERED
GOTTA HAVE THAT CRUNCH	Cajun Funding Corp.	78499914	10/14/2004	3,370,199	1/15/2008	REGISTERED
HONEY MUSTARD & Design 	Cajun Funding Corp.	78138196	6/24/2002	2,824,086	3/16/2004	REGISTERED
I KNOW WHAT GOOD IS	Cajun Funding Corp.	77151655	4/9/2007	3,558,244	1/6/2009	REGISTERED

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date	Status
JALAPENO CHEESE BOMBERS	Cajun Funding Corp.	75037580	12/27/1995	2,054,436	4/22/1997	REGISTERED
KRISPY TENDER STRIPS	Cajun Funding Corp.	78063959	16-May-01	2917888	11-Jan-05	REGISTERED
PURPLE PEPPER SAUCE & Design 	Cajun Funding Corp.	78138158	6/24/2002	2,870,449	8/3/2004	REGISTERED
RANCH & Design 	Cajun Funding Corp.	78138155	6/24/2002	2,824,084	3/16/2004	REGISTERED
SPICIER CHICKEN Design 	Cajun Funding Corp.	85071869	6/25/2010	N/A	N/A	PENDING
SPICY CHICKEN & Design 	Cajun Funding Corp.	78627766	5/11/2005	3,317,179	10/23/2007	REGISTERED
SWEET & SOUR SUGAR & Design 	Cajun Funding Corp.	78138162	6/24/2002	2,824,085	3/16/2004	REGISTERED
TENDER STRIPS	Cajun Funding Corp.	75904303	1/27/2000	2,542,246	2/26/2002	REGISTERED

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date	Status
TEXAS CHICKEN SINCE 1952 & Design 	Cajun Funding Corp.	77034415	11/1/2006	3,537,579	11/25/2008	REGISTERED
THE BIG JUICY	Cajun Funding Corp.	85047019	5/25/2010	N/A	N/A	PENDING
THE BIG JUICY	Cajun Funding Corp.	85047031	5/25/2010	N/A	N/A	PENDING
WE'VE GOT THE CRUNCH	Cajun Funding Corp.	78499904	10/14/2004	3,370,198	1/15/2008	REGISTERED
YOU KNOW WHAT GOOD IS.	Cajun Funding Corp.	77724708	4/29/2009	N/A	N/A	PENDING