

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
SSI-Grandy's, LLC		12/19/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Grandy's, LLC
Street Address:	1717 Elm Hill Pike
Internal Address:	Suite A-1
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1362672	
Registration Number:	1376411	GRANDY'S
Registration Number:	2366475	HOMESTYLE IN A HURRY
Serial Number:	85263140	SINNAMON

CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
Phone:	3128623312
Email:	patrick.lau@kirkland.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Kirkland & Ellis LLP
Address Line 1:	300 North LaSalle
Address Line 2:	c/o Patrick Lau, Legal Assistant
Address Line 4:	Chicago, ILLINOIS 60654

CH \$115.00 1362672

ATTORNEY DOCKET NUMBER:	11629-3 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	01/09/2012
Total Attachments: 5 source=Grandy's Trademark Assignment (executed)#page1.tif source=Grandy's Trademark Assignment (executed)#page2.tif source=Grandy's Trademark Assignment (executed)#page3.tif source=Grandy's Trademark Assignment (executed)#page4.tif source=Grandy's Trademark Assignment (executed)#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 15th day of December 2011, ("Effective Date") by and between SSI-Grandy's, LLC, a Delaware limited liability company ("Assignor"), and Grandy's, LLC, a Delaware limited liability company (as permitted assignee of Captain D's, LLC, a Delaware limited liability company) ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 14, 2011, pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications and the foreign trademark registrations and trademark applications set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of

the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * *

ASSIGNEE:

GRANDY'S, LLC

By: *Michael T. Folks*
Name: Michael T. Folks
Title: Vice President and Secretary

STATE OF TENNESSEE)
)SS.
COUNTY OF DAVIDSON)


On this 7th day of December, 2011, there appeared before me Michael T. Folks personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Grandy's, LLC.

Shonna Horton
Notary Public



[Signature page to Grandy's Trademark Assignment]

Schedule A

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Grandma Logo 	United States	73/526,706 3/13/1985	1,362,672 9/24/1985	Registered
GRANDY'S	United States	73/519,596 1/28/1985	1,376,411 12/17/1985	Registered
HOMESTYLE IN A HURRY	United States	75/802,245 9/20/1999	2,366,475 7/11/2000	Registered
SINNAMON	United States	85/263,140 3/10/2011		Pending
GRANDY'S	Canada	0810674 4/23/1996	TMA476423 5/15/1997	Registered
GRANDY'S	Canada	1002029 1/14/1999	TMA529961 7/5/2000	Registered
GRANDY'S COUNTRY COOKIN' (Stylized) Grandy's Country Cookin'	Canada	0475725 9/18/1981	TMA289703 4/13/1984	Registered