

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
County Kitchen Franchise Marketing Group, LLC, d/b/a Country Kitchen International		01/13/2012	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	Legacy Franchise Group, LLC
Street Address:	1211 Nichol Lane
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37205
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	0742443	COUNTRY BOY
Registration Number:	0820477	COUNTRY KITCHEN
Registration Number:	0922045	
Registration Number:	1061887	COUNTRY KITCHEN
Registration Number:	1146646	COUNTRY KITCHEN
Registration Number:	1487002	SKILLET SCRAMBLE
Registration Number:	1469899	THE FARM SKILLET
Registration Number:	1504425	OLD-FASHIONED CALICO BEAN SOUP
Registration Number:	1516076	SKILLET BREAKFASTS
Registration Number:	1650247	FIESTA SKILLET
Registration Number:	1680877	COUNTRY PUB
Registration Number:	1875412	SKILLET BREAKFASTS
Registration Number:	1878755	OLD-FASHIONED CALICO BEAN SOUP

OP \$615.00 0742443

Registration Number:	1935437	C.K. JUNCTION FOR KIDS!
Registration Number:	2076826	C.K. BEAR
Registration Number:	2259649	MR. CHIPPY
Registration Number:	2263265	BARN BUSTER
Registration Number:	2286628	COUNTRY KITCHEN
Registration Number:	2685634	
Registration Number:	2819434	COUNTRY KITCHEN
Registration Number:	2850464	COUNTRY KITCHEN RESTAURANT
Registration Number:	3174652	CK GRILL & BAR
Registration Number:	3306270	PEPPERMILL GRILL & BAR
Registration Number:	3306275	PEPPERMILL GRILL & BAR

CORRESPONDENCE DATA

Fax Number: (608)252-9243

Phone: 6082558891

Email: mal@dewittross.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Marcia Layton

Address Line 1: DeWitt Ross & Stevens S.C.

Address Line 2: 2 E. Mifflin Street, Suite 600

Address Line 4: Madison, WISCONSIN 53703-2865

ATTORNEY DOCKET NUMBER:	72647000
NAME OF SUBMITTER:	Marcia Layton
Signature:	/marcialayton/
Date:	01/23/2012

Total Attachments: 5

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ASSIGNMENT OF MARKS

This document is an assignment made by Country Kitchen Franchise Marketing Group, LLC, d/b/a Country Kitchen International, a Wisconsin limited liability company located and doing business at 1289 Deming Way, Suite 212, Madison, WI 53717 (hereinafter, "Assignor"), to Legacy Franchise Group, LLC, a Tennessee limited liability company located and doing business at 1211 Nichol Lane, Nashville, TN 37205 (hereinafter, "Assignee"), with the Assignment being effective as of the date of Assignor's signature below.

Assignor has adopted, used and is the owner of the following marks as identified in the following documents on file in the U.S. Patent and Trademark Office:

Mark	Registration No.	Registration Date
Country Boy	742,443	December 18, 1962
Country Kitchen & Design	820,477	December 13, 1966
Fanciful Figure of a Boy	922,045	October 12, 1971
Country Kitchen	1,061,887	March 22, 1997
Country Kitchen	1,146,646	February 3, 1981
The Farm Skillet	1,469,899	March 3, 1988
Skillet Scramble	1,487,002	May 3, 1988
Old-Fashioned Calico Bean Soup	1,504,425	September 13, 1988
Skillet Breakfasts	1,516,076	December 6, 1988
Fiesta Skillet	1,650,247	July 9, 1991
Country Pub	1,680,877	March 24, 1992
Skillet Breakfasts	1,875,412	January 24, 1995
Old Fashioned Calico Bean Soup	1,878,755	February 14, 1995
C.K. Junction for Kids!	1,935,437	November 14, 1995
C.K. Bear	2,076,826	July 8, 1997
Mr. Chippy	2,259,649	July 6, 1999
Barn Buster	2,263,265	July 20, 1999
Country Kitchen & design	2,286,628	October 12, 1999
Diamond Design	2,685,634	February 11, 2003
Country Kitchen & Design	2,819,434	March 2, 2004
Country Kitchen Restaurant & Design	2,850,464	June 8, 2004
CK Grill & Bar	3,174,652	November 21, 2006
Peppermill Grill & Bar (& Design)	3,306,270	October 9, 2007
Peppermill Grill & Bar	3,306,275	October 9, 2007

Assignee, wishes to be formally recognized as the holder of legal and equitable title to the marks, their registrations, and the goodwill symbolized by the marks (both in the United States and worldwide), and to acquire the marks, their registrations, and the goodwill therein for use by itself, or through Assignee or other related companies (as the term is defined in 15 USC §1127 as of the time this Assignment is made).

Therefore, for good and valuable consideration provided by Assignee to Assignor, the receipt and sufficiency of which is hereby mutually acknowledged:

Assignor hereby sells, assigns, and transfers to Assignee all of its rights, title and interest in and to the above-noted marks, all above-noted registrations of and applications to register the marks, and all goodwill associated with and symbolized by the marks, both in the United States and elsewhere.

Assignor further assigns to Assignee all right to sue for and receive damages accruing from past or present infringements of the marks herein assigned.

This agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of Assignor and Assignee, as well as all others acting by, through, with or under their direction, and all those in privity therewith.

For the Assignor: Charles L. Mocco
Signature
Charles L. Mocco
Printed Name
CEO
Position/Title within Assignor
1/13/2012
Date of Execution

The above named individual (1) appeared before me; (2) provided identification verifying that he/she is the person whose name and signature is set forth above; (3) verified that he/she understands the type, intended purpose, and effect of this document; (4) verified that this document is signed voluntarily, as an act of his/her own free will; and (5) either signed the document above, or confirmed that he/she made the signature above.

State of Wisconsin

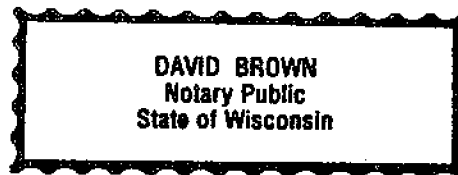
County of Dane

David Brown
Signature

David Brown
Printed name

1/13/12
Date of Notarization

My commission expires: 9/6/2015



For the Assignee: *Brent G. Ray*
Signature

Brent G. Ray
Printed Name

CEO
Position/Title with Assignee

1-13-2012
Date of Execution.

The above named individual (1) appeared before me; (2) provided identification verifying that he/she is the person whose name and signature is set forth above; (3) verified that he/she understands the type, intended purpose, and effect of this document; (4) verified that this document is signed voluntarily, as an act of his/her own free will; and (5) either signed the document above, or confirmed that he/she made the signature above.

State of Wisconsin

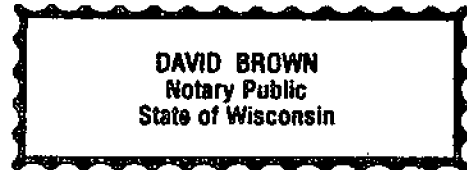
County of Dane

David Brown
Signature

David Brown
Printed name

1/13/12
Date of Notarization

My commission expires: 9/6/2015



GENERAL ASSIGNMENT OF TRADEMARKS

The Assignor signing below is the owner of certain trademarks or trademarkable items which may or may not be registered (collectively, the "Marks").

Pursuant to that certain Asset Purchase Agreement dated the 1st day of September, 2011 (the "Purchase Agreement"), Assignor has agreed to transfer any and all rights in and to the Marks to Legacy Franchise Group, LLC, a Tennessee limited liability company (the "Assignee"), including all rights and interest therein, and Assignee has agreed to receive these rights. Assignee has paid Assignor (or has provided some other form of consideration) for this transfer, and Assignor acknowledges the receipt and sufficiency of such consideration.

THEREFORE, Assignor hereby transfers, conveys, and assigns to Assignee all rights, title and interest in the Marks, including all rights, title and interest in any registrations thereof. Assignee is therefore entitled to exercise all rights of ownership relating to the Marks, including (without limitation):

- (1) the right to reproduce, distribute, display, modify, make, use, or sell the Marks,
- (2) the right to assign the Marks (or any portion thereof or right therein) to others, and
- (3) the right to register any trademarks (and any renewals and/or extensions thereof) in the name of Assignee as owner of the Marks,

as fully and completely as Assignor would be entitled to do if this Assignment had not been made. Assignor agrees to enter into and execute any and all further documents as may be necessary or desirable to Assignee to effectuate the terms or purpose of this Assignment, so long as such documents are prepared at Assignee's expense.

This Assignment is effective as of the 1st day of September, 2011.

ASSIGNOR:
COUNTRY KITCHEN FRANCHISE
MARKETING GROUP, LLC

By: Charles L. Mocco
Name: CHARLES L. MOCCO
Title: CEO

The above named individual (1) appeared before me; (2) provided identification verifying that he/she is the person whose name and signature is set forth above; (3) verified that he/she understands the type, intended purpose, and effect of this document; (4) verified that this document is signed voluntarily, as an act of his/her own free will; and (5) either signed the document above, or confirmed that he/she made the signature above.

State of Wisconsin

County of Dane

David Brown

Signature

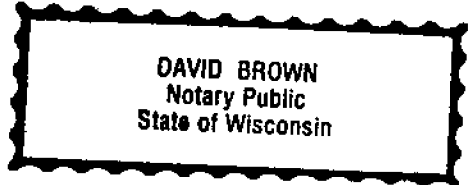
David Brown

Printed name

1/3/12

Date of Notarization

My commission expires: 9/6/2015



ASSIGNEE:

LEGACY FRANCHISE GROUP, LLC

By: [Signature]

Name: Brent Kay

Title: CEO