

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
A & W Restaurants, Inc.		12/19/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, an Ohio banking corporation		
Street Address:	401 South Fourth Avenue		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2678845	ALL AMERICAN FOOD	
Registration Number:	2542264	ALL AMERICAN FOOD	
Registration Number:	2673617	ALL AMERICAN FOOD	
CORRESPONDENCE DATA			
Fax Number:	(502)627-8707		
Email:	tennia.hill@skofirm.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:	Jamie S. Brodsky		
Address Line 1:	2000 PNC Plaza, 500 West Jefferson		
Address Line 2:	Stoll Keenon Ogden PLLC		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	005369/141532		
NAME OF SUBMITTER:	Jamie S. Brodsky		

Signature:	/jamie s. brodsky/
Date:	02/14/2012
Total Attachments: 5 source=Conditional Assignment & Security Interest - Fifth Third-A&W#page1.tif source=Conditional Assignment & Security Interest - Fifth Third-A&W#page2.tif source=Conditional Assignment & Security Interest - Fifth Third-A&W#page3.tif source=Conditional Assignment & Security Interest - Fifth Third-A&W#page4.tif source=Conditional Assignment & Security Interest - Fifth Third-A&W#page5.tif	

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS ("Conditional Assignment"), dated effective as of December 19, 2011, is made by **A & W RESTAURANTS, INC.**, a Michigan corporation with its principal place of business at c/o Frost Brown Todd LLC, 400 West Market Street, 32nd Floor, Louisville, Kentucky 40202 (the "Company"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, with office address of 401 South Fourth Avenue, Louisville, Kentucky 40202 (the "Bank"), under the Loan Agreement dated effective as of the date hereof, by and among the Company, the Bank and A & W Restaurants, Inc. (the "Loan Agreement").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Bank has made two (2) loans to the Company, Yorkshire Global Restaurants, Inc. and A Great American Brand LLC (collectively, the "Borrowers") in the aggregate amount of Sixteen Million and No/100 (\$16,000,000.00) as evidenced by (a) a Term Promissory Note in the original principal amount of Fourteen Million and No/100 Dollars (\$14,000,000.00), made payable jointly by the Borrowers in favor of the Bank (the "Term Note") and (b) a Revolving Promissory Note in the face principal amount of Two Million and No/100 Dollars (\$2,000,000.00), made payable jointly by the Borrowers in favor of the Bank (the "Revolving Note", and together with the Term Note, the "Notes");

WHEREAS, in connection with the Loan Agreement, the Company has executed and delivered a Security Agreement to Bank (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the loans evidenced by the Notes pursuant to the Loan Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Bank to make the loans and other financial accommodations pursuant to the Loan Agreement, the Company agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided by reference in the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default under the Loan Agreement or Security Agreement assigns, transfers and conveys, the Collateral described in the Security Agreement (including, without limitation, those items listed on Schedule A attached hereto and incorporated herein by reference), to the Bank to secure payment, performance and observance of the obligations secured by the Security Agreement.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

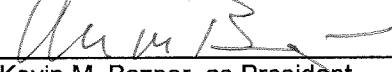
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

[Signature Page Follows]

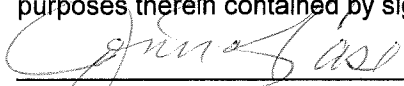
IN WITNESS WHEREOF, the undersigned has caused this Conditional Assignment to be duly executed and delivered by its officer hereunto duly authorized as of the day and year first above written.

A & W RESTAURANTS, INC.
a Michigan corporation

By: 
Kevin M. Bazner, as President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared Kevin M. Bazner with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the President of A & W Restaurants, Inc., a Michigan corporation, and acknowledged before me that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company.



NOTARY PUBLIC
My commission expires: 11-22-2013

[SEAL]

Schedule A

Schedule A
Conditional Assignment of and Security Interest in Intellectual Property Rights

Trademark List

Trademark	Application Date	Application No.	Registration Date	Registration No.	Status
All American Food	02/20/01	76212281	01/21/03	2678845	LIVE
					
All American Food (Typed Drawing)	02/17/00	75921574	02/26/02	2542264	LIVE
All American Food (Typed Drawing)	02/17/00	75921573	01/14/03	2673617	LIVE