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
Huddle House, Inc.		03/30/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent			
Street Address:	500 W Monroe			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60661			
Entity Type:	CORPORATION: DELAWARE			

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark			
Registration Number:	2422929	BIG HOUSE			
Registration Number:	1749083	НН			
Registration Number:	3980648	HUDDLE HAPPY			
Registration Number:	3890696	HUDDLE HAPPY!			
Registration Number:	2402101	HUDDLE HOUSE			
Registration Number:	3874085	HUDDLE HOUSE			
Registration Number:	0903628	HUDDLE HOUSE			
Registration Number:	1673776	HUDDLE HOUSE			
Registration Number:	1672897	HUDDLE HOUSE			
Registration Number:	2912437	HUDDLE HOUSE			
Registration Number:	2912436	HUDDLE HOUSE			
Registration Number:	3874086	HUDDLE HOUSE			
Registration Number:	3160999				
Registration Number:	3150142				
		TDADEMARK			

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TRADEMARK

Registration Number:	4021796	HUDDLE THRU
Registration Number:	1362259	HUDDLEBURGER
Registration Number:	3890670	HUDDLE-THRU
Serial Number:	85415303	HUDDLE HAPPY

CORRESPONDENCE DATA

Fax Number: (312)577-4565

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

via US Mail.

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342930-29	
NAME OF SUBMITTER:	Kristin Brozovic	
Signature:	/Kristin Brozovic/	
Date:	03/30/2012	

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof(as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Huddle House, Inc., a Georgia corporation (the "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than Excluded Property) (the "Trademark Collateral"):

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- 1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
 - 2. all renewals and extensions of the foregoing;
- 3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- 4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- <u>Section 7.</u> <u>Termination</u>. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.
- Section 8. <u>Conflict with Other Agreements</u>. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HUDDLE HOUSE, INC., a Georgia corporation,

as Grantor

Name: Thomas Cossuto

Title: Chief Financial Officer

Trademark Security Agreement

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

By:

Name: Daniel Nunes

Title: Duly Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date		Class/Description
BIG HOUSE	Registered	75761730 Jul 27, 1999	2422929 Jan 23, 2001	30	Prepared breakfast entrees consisting primarily of eggs, sausage, bacon and hash browns with toast sold as a unit. Prepared lunch and dinner entrees consisting primarily of hamburger sandwiches, country fried steak sandwiches and chicken sandwiches with French fries and beverages, namely, coffee, tea, soft drinks, iced tea sold as a unit.
HH (and design)	Registered	74278401 May 26, 1992	1749083 Jan 26, 1993	42	Restaurant services.
HUDDLE HAPPY	Registered	85092907 Jul 26, 2010	3980648 Jun 21, 2011	43	Restaurant services.
HUDDLE HAPPY! (and design) Huddle Happy!.	Registered	77666559 Feb 9, 2009	3890696 Dec 14, 2010	43	Restaurant services.
HUDDLE HOUSE	Registered	75865886 Dec 7, 1999	2402101 Nov 7, 2000	42	Restaurant services.
HUDDLE HOUSE (and design)	Registered	77653613 Jan 21, 2009	3874085 Nov 9, 2010	43	Restaurant services.
HUDDLE HOUSE (stylized) HUDDLE HOUSE	Registered	72334232 Aug 1, 1969	0903628 Dec 1, 1970	35	Restaurant services.

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TRADEMARK REEL: 004749 FRAME: 0649

Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date		Class/Description
HUDDLE HOUSE (stylized) HUDDLE HOUSE (stylized) HOUDLE	Registered	74121204 Dec 6, 1990	1673776 Jan 28, 1992	42	Restaurant services.
HUDDLE HOUSE (stylized)	Registered	74121169 Dec 6, 1990	1672897 Jan 21, 1992	42	Restaurant services.
HUDDLE HOUSE (stylized) HUDDLE HOUSE	Registered	76557529 Nov 6, 2003	2912437 Dec 21, 2004	43	Restaurant services.
HUDDLE HOUSE (stylized)	Registered	76557528 Nov 6, 2003	2912436 Dec 21, 2004	43	Restaurant services.
HUDDLE HOUSE (stylized) Huddle House	Registered	77653615 Jan 21, 2009	3874086 Nov 9, 2010	43	Restaurant services.
HUDDLE HOUSE EXTERIOR BUILDING DESIGN	Registered (Supplemental Register)	76620898 Nov 17, 2004	3160999 Oct 17, 2006	43	Restaurant services.
HUDDLE HOUSE INTERIOR BUILDING DESIGN	Registered (Supplemental Register)	78530011 Dec 9, 2004	3150142 Sep 26, 2006	43	Restaurant services.
HUDDLE THRU (and design)	Registered	85155969 Oct 19, 2010	4021796 Sep 6, 2011	43	Restaurant services.
HUDDLEBURGER	Registered	73521176 Feb 7, 1985	1362259 Sep 24, 1985	30	Hamburger and cheeseburger sandwiches for consumption on or off the premises.

Mark	Status	Serial No. Filling Date	Reg. No. Reg. Date		Class/Description
HUDDLE-THRU	Registered	77635633	3890670	43	Take-out restaurant services.
		Dec 18, 2008	Dec 14, 2010		

2. TRADEMARK APPLICATIONS

Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date		Class/Description
HUDDLE HAPPY (and design)	Pending	85415303		43	Restaurant services.
• '		Sep 6, 2011			
Huddle Happy					

Huddle House, Inc. is also in process of Trademarking 'Big Rig Menu' and Huck Huddle's image.