

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
Corky's, LLC		04/19/2012	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA

Name:	Corky's Partners, L.P.
Street Address:	5255 Poplar Ave.
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3712368	CORKY'S RIBS & BBQ
Registration Number:	3427305	CORKY'S RIBS & BBQ
Registration Number:	2161534	
Registration Number:	2057511	CORKY'S
Registration Number:	2069694	CORKY'S
Registration Number:	2111879	CORKY'S
Registration Number:	2090985	CORKY'S
Registration Number:	2065172	CORKY'S RIBS & BBQ
Registration Number:	2087432	CORKY'S
Registration Number:	2087433	CORKY'S
Registration Number:	2089084	CORKY'S

CORRESPONDENCE DATA

Fax Number: 9015252389

OP \$290.00 3712368

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

Phone: 9015761775
Email: BBradley@Glankler.com
Correspondent Name: William R Bradley, Jr.
Address Line 1: 6000 Poplar
Address Line 2: Suite 400
Address Line 4: Memphis, TENNESSEE 38119

NAME OF SUBMITTER:	William R Bradley, Jr.
Signature:	/WRB JR/
Date:	04/20/2012
Total Attachments: 3 source=Corky's LLC - Corky's Partners LP Trademark Assignment#page1.tif source=Corky's LLC - Corky's Partners LP Trademark Assignment#page2.tif source=Corky's LLC - Corky's Partners LP Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is dated and effective as of April 19, 2012, and is made by CORKY'S, LLC, a Tennessee limited liability company ("*Assignor*"), to and in favor of CORKY'S PARTNERS, L.P., a Tennessee limited partnership ("*Assignee*").

R E C I T A L S :

A. Assignor has adopted and used, and is the registered owner, of the trademarks registered in the official books and records of the United States Patent and Trademark Office and specified on Schedule I hereto (collectively, the "*Trademarks*");

B. Assignor and Assignee are parties to an Asset Purchase and License Agreement dated as of March 27, 2012 (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's rights, title, and interests in and to the Trademarks.

C. In satisfaction of Assignor's obligations under the Purchase Agreement, Assignee has requested Assignor to assign its rights, title, and interests in and to the Trademarks as provided herein, and Assignor is willing to do the same.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee all rights, title, and interests in and to:

- (i) the Trademarks and all registrations thereof;
- (ii) all derivations of the Trademarks and all goodwill associated with the Trademarks;
- (iii) all rights of enforcement and all claims for damages and the right to collect damages for all past and present infringement, unfair competition, or other conflicts relating to any one or more of the Trademarks; and
- (iv) all other rights, including common law rights, relating to the Trademarks in the Territory to the extent such rights exist.

FURTHERMORE, Assignor will, at Assignee's expense, (i) execute, acknowledge, and deliver such further instruments (including, without limitation, further instruments of assignment) and (ii) take such further actions, in each case as Assignee may reasonably request to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.

This Assignment and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Tennessee without regard to any applicable principles of conflicts of laws. Capitalized words and phrases

used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed on its behalf, in its limited liability company name, by its duly authorized officer, effective as of the date first written above.

CORKY'S LLC

By: Mary Frances Blankenship
Mary Frances Blankenship,
Chairman

STATE OF TENNESSEE

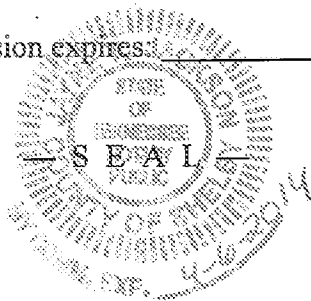
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Mary Frances Blankenship, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Chairman of Corky's, LLC, the within named bargainor, a Tennessee limited liability company, and that she as such Chairman executed the foregoing instrument for the purpose therein contained by personally signing the name of the limited liability company as Chairman.

WITNESS my hand and seal, at office in Jackson, Tennessee, this 19th day of April, 2012.

Jayne J. Jackson
Notary Public

My commission expires: _____



TRADEMARKS

Trademark	Serial No./ (Filing Date)	Registration No./ (Registration Date)
Corky's Ribs & BBQ	76674461 (March 22, 2007)	3712368 (November 17, 2009)
Corky's Ribs & BBQ	76642931 (July 15, 2005)	3427305 (May 13, 2008)
Design mark	75212626 (August 19, 1996)	2161534 (June 2, 1998)
Corky's	75129797 (July 3, 1996)	2057511 (April 29, 1997)
Corky's	75129798 (July 3, 1996)	2069694 (June 10, 1997)
Corky's	75129796 (July 3, 1996)	2111879 (November 11, 1997)
Corky's	75129794 (July 3, 1996)	2090985 (August 26, 1997)
Corky's Ribs & BBQ	75129793 (July 3, 1996)	2065172 (May 27, 1997)
Corky's	75129792 (July 3, 1996)	2087432 (August 12, 1997)
Corky's	75129795 (July 3, 1996)	2087433 (August 12, 1997)
Corky's	75129790 (July 3, 1996)	2089084 (August 19, 1997)