

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
Milo's Restaurant Holdings, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
F&L Calera, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
F&L Forestdale, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
F&L Inverness, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
F&L Roebuck, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
F&L Southside, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
F&L Vestavia, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
F&L Wildwood, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
Tuscaloosa Food Services, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
D & D Food Systems - Bessemer, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
D & D Food Systems - Trussville, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
D & D Food Systems - Eastwood, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
D & D Food Systems - Fairfield, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
D & D Food Systems - Gardendale, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
D & D Food Systems - Pelham, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
Lewis & Associates, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
Moody Food Services, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA

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Milo's Franchise Company, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
Frank Norton, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA
LDC Wood I, LLC		01/30/2013	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	ServisFirst Bank
Street Address:	850 Shades Creek Parkway, Suite 200
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35209
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1178661	MILO'S

CORRESPONDENCE DATA

Fax Number:

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

Phone: 205-458-9417
Email: seh2@johnstonbarton.com
Correspondent Name: Sarah Hoff
Address Line 1: 569 Brookwood Village, Suite 901
Address Line 4: Birmingham, ALABAMA 35209

NAME OF SUBMITTER:	Sarah Hoff
Signature:	/Sarah Hoff/
Date:	01/31/2013

Total Attachments: 5

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of January 30, 2013 by **MILO'S RESTAURANT HOLDINGS, LLC**, an Alabama limited liability company, **F&L CALERA, LLC**, an Alabama limited liability company, **F&L FORESTDALE, LLC**, an Alabama limited liability company, **F&L INVERNESS, LLC**, an Alabama limited liability company, **F&L ROEBUCK, LLC**, an Alabama limited liability company, **F&L SOUTHSIDE, LLC**, an Alabama limited liability company, **F&L VESTAVIA, LLC**, an Alabama limited liability company, **F&L WILDWOOD, LLC**, an Alabama limited liability company, **TUSCALOOSA FOOD SERVICES, LLC**, an Alabama limited liability company, **D & D FOOD SYSTEMS – BESSEMER, LLC**, an Alabama limited liability company, **D & D FOOD SYSTEMS – TRUSSVILLE, LLC**, an Alabama limited liability company, **D & D FOOD SYSTEMS – EASTWOOD, LLC**, an Alabama limited liability company, **D & D FOOD SYSTEMS – FAIRFIELD, LLC**, an Alabama limited liability company, **D & D FOOD SYSTEMS – GARDENDALE, LLC**, an Alabama limited liability company, **D & D FOOD SYSTEMS – PELHAM, LLC**, an Alabama limited liability company, **LEWIS & ASSOCIATES, LLC**, an Alabama limited liability company, **MOODY FOOD SERVICES, LLC**, an Alabama limited liability company, **MILO'S FRANCHISE COMPANY, LLC**, an Alabama limited liability company, **FRANK NORTON, LLC**, an Alabama limited liability company and **LDC WOOD I, LLC**, an Alabama limited liability company (each individually and collectively, "*Grantor*") and **SERVISFIRST BANK**, an Alabama state banking corporation ("*Lender*"), as the secured party.

PRELIMINARY STATEMENTS:

Pursuant to a Credit Agreement dated as of the date of this Agreement among Lender and Grantor (as the same may be amended, supplemented, extended or renewed from time to time, the "*Credit Agreement*"), Lender has agreed to make certain loans to Grantor described in the Credit Agreement (collectively, the "*Loans*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

Pursuant to the Loan Documents, each Grantor and Lender have agreed to enter into this Agreement to further evidence the grant of the security interests in such Grantor's Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Grantor hereby grants to Lender, a security interest in and lien upon all of such Grantor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest,

including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Grantor connected with the use of and symbolized by the trademarks.

2. Grant of License. Subject to the terms and conditions of the Credit Agreement, each Grantor hereby grants to Lender, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Grantor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Grantor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's security interest in the Collateral.

3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreements and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreements and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the date written on the first page of this Agreement.

GRANTORS:

MILO'S RESTAURANT HOLDINGS, LLC, an Alabama limited liability company

F&L CALERA, LLC, an Alabama limited liability company

F&L FORESTDALE, LLC, an Alabama limited liability company

F&L INVERNESS, LLC, an Alabama limited liability company

F&L ROEBUCK, LLC, an Alabama limited liability company

F&L SOUTHSIDE, LLC, an Alabama limited liability company

F&L VESTAVIA, LLC, an Alabama limited liability company

F&L WILDWOOD, LLC, an Alabama limited liability company

TUSCALOOSA FOOD SERVICES, LLC, an Alabama limited liability company

D & D FOOD SYSTEMS – BESSEMER, LLC, an Alabama limited liability company

D & D FOOD SYSTEMS – TRUSSVILLE, LLC, an Alabama limited liability company

D & D FOOD SYSTEMS – EASTWOOD, LLC, an Alabama limited liability company

D & D FOOD SYSTEMS – FAIRFIELD, LLC, an Alabama limited liability company

D & D FOOD SYSTEMS – GARDENDALE, LLC, an Alabama limited liability company

D & D FOOD SYSTEMS – PELHAM, LLC, an Alabama limited liability company

LEWIS & ASSOCIATES, LLC, an Alabama limited liability company

MOODY FOOD SERVICES, LLC, an Alabama limited liability company

MILO'S FRANCHISE COMPANY, LLC, an Alabama limited liability company

FRANK NORTON, LLC, an Alabama limited liability company

LDC WOOD I, LLC, an Alabama limited liability company

By: 
Printed Name: Rhett Bennett

Its: Authorized Representative

LENDER:

SERVISFIRST BANK, an Alabama state banking corporation

By: _____

Printed Name: Uz Bolans

Its: Authorized Signatory

EXHIBIT A

INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Grantor

INTELLECTUAL PROPERTY	OWNER	REGISTRATION (SERIAL NUMBER)	REGISTRATION DATE	LICENSES
MILO'S trademark for Restaurant Services	Milo's Franchise Company, Inc.	USPTO #1178661 (73272882)	November 17, 1981	None
"Quality Food Since 1946" service mark	Milo's Franchise Company, Inc.	Not registered	Not registered	License* to Milo's Tea Company, Inc. to use phrase "Quality Tea Since 1946" in connection with sale of Milo's tea
Formula for Milo's Sauce -- trade secret	Milo's Franchise Company, Inc.	Not registered	Not registered	Limited license granted to Milo's Tea Company, Inc. for use in fulfilling Supply Agreement**
Formula for Milo's Holding Gravy	Milo's Franchise Company, Inc.	Not registered	Not registered	Limited license granted to Milo's Tea Company, Inc. for use in fulfilling Supply Agreement**
Miloshamburgers.com domain name	Milos' Franchise Company, Inc.	Registrar if Network Solutions, LLC	July 21, 1998 Expiration Date July 20, 2018	None

*License Agreement by and between Milo's Franchise Company, Inc., Milo's Restaurant Services, Inc. (now known as Milo's Tea Company, Inc.), Ronald D. Carlton and Sheila D. Carlton dated January 2, 2002, as amended by Amendment to License Agreement dated April 27, 2005.

**Renewal Supply Agreement by and between Milo's Franchise Company, Inc. and Milo's Tea Company, Inc. dated July 1, 2011.

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