

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
PF PURCHASER CORP.		12/02/2013	CORPORATION: DELAWARE
CAPTAIN D'S, LLC		12/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
SHN PROPERTIES, LLC		12/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
GRANDY'S, LLC		12/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
FISH INTERMEDIATE HOLDINGS LLC		12/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
PF CDMS CORP.		12/02/2013	CORPORATION: DELAWARE
PF REMS CORP.		12/02/2013	CORPORATION: DELAWARE
PF GMS CORP.		12/02/2013	CORPORATION: DELAWARE
CAPTAIN D'S HOLDING CORP.		12/02/2013	CORPORATION: DELAWARE
CAPTAIN D'S INTERMEDIATE HOLDING CORP.		12/02/2013	CORPORATION: DELAWARE
CAPTAIN D'S INTERMEDIATE REAL ESTATE HOLDING CORP.		12/02/2013	CORPORATION: DELAWARE
CAPTAIN D'S REALTY, LLC		12/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
CAPTAIN D'S EQUIPMENT, LLC		12/02/2013	LIMITED LIABILITY COMPANY: TENNESSEE
CAPTAIN D'S GC, LLC		12/02/2013	LIMITED LIABILITY COMPANY: COLORADO
CAPTAIN D'S ENTERPRISES, LLC		12/02/2013	LIMITED LIABILITY COMPANY: TENNESSEE
CAPTAIN D'S OF ILLINOIS, LLC		12/02/2013	LIMITED LIABILITY COMPANY: TENNESSEE
CAPTAIN D'S REAL ESTATE HOLDING CORP.		12/02/2013	CORPORATION: DELAWARE
GRANDY'S HOLDING CORP.		12/02/2013	CORPORATION: DELAWARE
GRANDY'S INTERMEDIATE HOLDING CORP.		12/02/2013	CORPORATION: DELAWARE

OP \$440.00 3746296

**RECEIVING PARTY DATA**

**900273396**

**TRADEMARK  
 REEL: 005165 FRAME: 0106**

Name:	BANK OF AMERICA, N.A.,as Administrative Agent
Street Address:	101 S Tryon Street
Internal Address:	Mail Code: NC1-002-15-36
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3746296	SIT DOWN FOOD AT FAST FOOD PRICES
Registration Number:	3514336	
Registration Number:	3208169	CAPTAIN D'S SEAFOOD KITCHEN EST. 1969
Registration Number:	3091127	SHRIMP DIPPERS
Registration Number:	2911208	AQUA AGENTS
Registration Number:	2558642	CAPTAIN D'S PLEASE
Registration Number:	1654602	THE GREAT LITTLE SEAFOOD PLACE
Registration Number:	1661241	CAPTAIN D'S
Registration Number:	1649084	
Registration Number:	1341166	LIGHTEN UP
Registration Number:	1151309	A GREAT LITTLE SEAFOOD PLACE
Registration Number:	1130154	
Registration Number:	1029629	CAPTAIN D'S
Registration Number:	4156521	SINNAMON
Registration Number:	2366475	HOMESTYLE IN A HURRY
Registration Number:	1362672	
Registration Number:	1376411	GRANDY'S

CORRESPONDENCE DATA

Fax Number: 6173417701  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 6173417729  
Email: [kschmidt@morganlewis.com](mailto:kschmidt@morganlewis.com)  
Correspondent Name: Katarzyna Schmidt  
Address Line 1: 225 Franklin Street, 16th Floor  
Address Line 2: c/o Morgan Lewis & Bockius LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

	Katarzyna Schmidt
Signature:	/Katarzyna Schmidt/
Date:	12/02/2013
<b>Total Attachments: 12</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif source=Trademark Security Agreement#page11.tif source=Trademark Security Agreement#page12.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Bank of America, N.A. (“Bank of America”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 2, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the other Loan Parties, the Lenders and the L/C Issuer from time to time party thereto and Bank of America, as Administrative Agent, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has, pursuant to a Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Security Agreement”), granted a security interest in the Collateral (as defined in the Security Agreement) in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) to secure the payment and performance of the Secured Obligations; and

WHEREAS, all of the Grantors are party to the 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 Issuer and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 grants and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 actions in connection with their Trademarks subject to a security interest hereunder. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Counterparts. 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, Etc. EACH GRANTOR AGREES TO BE BOUND BY THE PROVISIONS OF SECTIONS 11.13 and 11.14 OF THE CREDIT AGREEMENT.

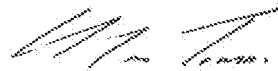
*[Remainder of Page Intentionally Left Blank.]*

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,

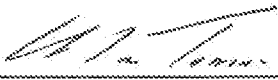
**GRANTORS:**

**PF PURCHASER CORP.**, a Delaware corporation

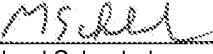
By:   
Name: William Tomai  
Title: Vice President and Officer

**GRANTORS (Cont'd):**


**FISH INTERMEDIATE HOLDINGS LLC, a**  
Delaware limited liability company

By:   
Name: William Tomai  
Title: Vice President and Officer

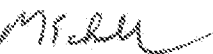
**PF CDMS CORP., a Delaware corporation**

By:   
Name: Michael Schnabel  
Title: Officer

**PF REMS CORP., a Delaware corporation**

By:   
Name: Michael Schnabel  
Title: Officer

**PF GMS CORP., a Delaware corporation**

By:   
Name: Michael Schnabel  
Title: Officer

**GRANTORS (Cont'd):**

**CAPTAIN D'S, LLC**, a Delaware limited liability company

By: *Laurie Lawhorne*

Name: Laurie Lawhorne

Title: Senior Vice President, Chief Financial Officer and Treasurer

**SHN PROPERTIES, LLC**, a Delaware limited liability company

By: Captain D's Intermediate Real Estate Holding Corp., Managing Member

By: *Laurie Lawhorne*

Name: Laurie Lawhorne

Title: Vice President and Treasurer

**GRANDY'S, LLC**, a Delaware limited liability company

By: *Laurie Lawhorne*

Name: Laurie Lawhorne

Title: Vice President and Treasurer



**GRANTORS (Cont'd):**

**CAPTAIN D'S HOLDING CORP.**, a Delaware corporation

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Vice President and Treasurer

**CAPTAIN D'S REAL ESTATE HOLDING CORP.**, a Delaware corporation

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Vice President and Treasurer

**GRANDY'S HOLDING CORP.**, a Delaware corporation

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Vice President and Treasurer

**CAPTAIN D'S INTERMEDIATE HOLDING CORP.**, a Delaware corporation

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Vice President and Treasurer

**CAPTAIN D'S INTERMEDIATE REAL ESTATE HOLDING CORP.**, a Delaware corporation

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Vice President and Treasurer

[Captain D's - Signature Page to Trademark Security Agreement]

**GRANTORS (Cont'd):**

**GRANDY'S INTERMEDIATE HOLDING  
CORP., a Delaware corporation**

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Vice President and Treasurer

**CAPTAIN D'S REALTY, LLC, a Delaware  
limited liability company**  
By: Captain D's, LLC, Sole Member

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Senior Vice President, Chief Financial Officer and Treasurer

**CAPTAIN D'S EQUIPMENT, LLC, a Tennessee  
limited liability company**  
By: Captain D's, LLC, Sole Member

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Senior Vice President, Chief Financial Officer and Treasurer

**CAPTAIN D'S GC, LLC, a Colorado limited  
liability company**  
By: Captain D's, LLC, Sole Member

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Senior Vice President, Chief Financial Officer and Treasurer

**CAPTAIN D'S ENTERPRISES, LLC, a  
Tennessee limited liability company**  
By: Captain D's, LLC, Sole Member

By: *Laurie Lawhorne*  
Name: Laurie Lawhorne  
Title: Senior Vice President, Chief Financial Officer and Treasurer

[Captain D's - Signature Page to Trademark Security Agreement]

**GRANTORS (Cont'd):**

**CAPTAIN D'S OF ILLINOIS, LLC** a Tennessee  
limited liability company

By: Captain D's Enterprises, LLC, Sole Member

By: Captain D's, LLC, Sole Member

By: *Laurie Lawhorne*

Name: Laurie Lawhorne

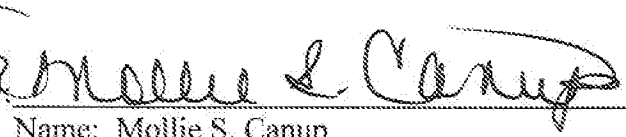
Title: Senior Vice President, Chief Financial Officer and Treasurer

[Captain D's - Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005165 FRAME: 0116**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent.

By 

Name: Mollie S. Canup  
Title: Vice President

[Captain D's -- Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005165 FRAME: 0117**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<b>Holder</b>	<b>Description</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Source</b>
Captain D's Enterprises, LLC	Sit Down Food At Fast Food Prices	3746296	09-Feb-2010	USPTO
Captain D's Enterprises, LLC	<i>Design Only</i>	3514336	07-Oct-2008	USPTO
Captain D's Enterprises, LLC	Captain D's Seafood Kitchen Est. 1969	3208169	13-Feb-2007	USPTO
Captain D's Enterprises, LLC	Shrimp Dippers	3091127	09-May-2006	USPTO
Captain D's Enterprises, LLC	Aqua Agents	2911208	14-Dec-2004	USPTO
Captain D's Enterprises, LLC	Captain D's Please	2558642	09-Apr-2002	USPTO
Captain D's Enterprises, LLC	The Great Little Seafood Place	1654602	20-Aug-1991	USPTO
Captain D's Enterprises, LLC	Captain D's	1661241	15-Oct-1991	USPTO
Captain D's Enterprises, LLC	<i>Design Only</i>	1649084	25-Jun-1991	USPTO
Captain D's Enterprises, LLC	Lighten Up	1341166	11-Jun-1985	USPTO
Captain D's Enterprises, LLC	A Great Little Seafood Place	1151309	14-Apr-1981	USPTO
Captain D's Enterprises, LLC	<i>Design Only</i>	1130154	29-Jan-1980	USPTO
Captain D's Enterprises, LLC	Captain D's	1029629	06-Jan-1976	USPTO
Captain D's Holdings, Inc.	Captain D's	15541	30-Aug-1993	Bahamas
Captain D's Enterprises, LLC	Captain D's	7418	12-May-1989	Puerto Rico
Captain D's Holdings, Inc.	Captain D's	Tma362413	03-Nov-1989	Canada
Captain D's Enterprises, LLC	Captain D's Seafood Kitchen Est. 1969	Unpublished Application (Pending)	Application Date: 15-Nov-2012	Mexico
Captain D's Enterprises, LLC	Captain D's Seafood Kitchen Est. 1969	952680	18-Sep-2006	Mexico
Captain D's Holdings, Inc.	Captain D's	932781	28-Apr-2006	Mexico
Captain D's Holdings, Inc.	Design Of A Captain	459004	2-May-1994	Mexico
Captain D's Holdings, Inc.	Captain D's	456992	13-Apr-1994	Mexico
Captain D's Holdings, Inc.	Un Pequeno Gran Lugar En Mariscos	455873	30-Mar-1994	Mexico

[Schedule 1 to Trademark Security Agreement]

**TRADEMARK  
REEL: 005165 FRAME: 0118**

Holder	Description	Registration No.	Issue Date	Source
Captain D S Holdings	Captain D's	36359	8-Jun-2006	Trinidad And Tobago
Captain D S Holdings	Captain D's	36360	8-Jun-2006	Trinidad And Tobago
Captain D's Enterprises, LLC	<i>Design Only</i>	10091898	14-Dec-2012	China
Captain D's Enterprises, LLC	Captain D's	10091900	14-Dec-2012	China
Captain D's Enterprises, LLC	Captain D's Seafood Kitchen	10091899	14-Dec-2012	China
Captain D's Enterprises, LLC	Miscellaneous Design (Fish)	1009898	14-Dec-12	China
Captain D's Holdings, Inc.	Captain D's	2496125	29-Jan-1993	Japan
Captain D's Holdings, Inc.	Captain D's	4100124240000	11-Oct-1990	South Korea
Captain D's Holdings, Inc.	Captain D S	00482787	01-May-1990	Taiwan
Captain D's Holdings, Inc.	Captain D S	00044356	16-Apr-1990	Taiwan
Captain D's Holdings, Inc.	Captain D's	751980	14-Aug-1998	Australia
Captain D's Holdings, Inc.	Captain D's	287268	18-Jun-1998	New Zealand
Grandy's, LLC	Sinamon	4156521	12-Jun-2012	USPTO
Grandy's, LLC	Homestyle In A Hurry	2366475	11-Jul-2000	USPTO
Grandy's, LLC	<i>Design Only</i>	1362672	24-Sep-1985	USPTO
Grandy's, LLC	Grandy's	1376411	17-Dec-1985	USPTO
Grandy's, LLC	Granny Figure Design	TMA568330	01-Oct-2002	Canada
Grandy's, LLC	Grandma Logo	14499	08-Aug-1991	Bahamas
Grandy's, LLC	Grandma Logo	14500	08-Jan-1992	Bahamas
Grandy's, LLC	Grandy's	14498	08-Jan-1992	Bahamas
Grandy's LLC	Grandy's	14497	08-Aug-1992	Bahamas
Grandy's LLC	Grandy's	17384	12-May-1997	Brunei
Grandy's, LLC	Granny Figure Design	TMA568330	01-Oct-2002	Canada
Grandy's, LLC	Grandy's	TMA529961	05-Jul-2000	Canada
Grandy's, LLC	Grandy's	TMA476423	15-May-1997	Canada
Grandy's, LLC	Granny Figure Design	TMA477968	17-Jun-1997	Canada

[Schedule 1 to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005165 FRAME: 0119**

Holder	Description	Registration No.	Issue Date	Source
Grandy's, LLC	Grandy's Country Cookin Design	TMA289703	13-Apr-1984	Canada
Grandy's, LLC	Grandma Logo	3239408	25-Dec-1996	Japan
Grandy's, LLC	Grandy's	3294192	25-Apr-1997	Japan
Grandy's, LLC	Grandy's	2695718	30-Sep-1994	Japan
Grandy's, LLC	Grandy's Katakana "Gurandiizu"	4080497	07-Nov-1997	Japan
Grandy's, LLC	Grandy's	23719	06-Aug-2004	Korea
Grandy's, LLC	Grandma Logo	88003197	14-Mar-2005	Malaysia
Grandy's, LLC	Grandy's	8803200	02-Jul-1998	Malaysia
Grandy's, LLC	Grandy's	8803199	02-Jul-1998	Malaysia
Grandy's, LLC	Grandy's	Unpublished Application (Pending) Application # 1341215	Filed on January 21, 2013	Mexico
Grandy's, LLC	Grandy's	00180456	16-Apr-2003	Taiwan
Grandy's, LLC	Grandy's	00670278	16-Feb-1995	Taiwan

[Schedule 1 to Trademark Security Agreement]