

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299112

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Newk's Franchise Company, LLC		03/24/2014	LIMITED LIABILITY COMPANY: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Collateral Agent		
<b>Street Address:</b>	3050 Peachtree Road NW		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85851407	NEWK'S EATERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	029925-137		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>SIGNATURE:</b>	/John E. Slaughter/		
<b>DATE SIGNED:</b>	03/24/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK



NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of March 24, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Regions Bank, as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and a right to set off against the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
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See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
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See Schedule 1 attached hereto

The undersigned Obligor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

NEWK'S FRANCHISE COMPANY, LLC

By: 

Name: Chris Newcomb

Title: Chief Executive Officer

Acknowledged and Accepted:

REGIONS BANK, as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

TRADEMARK NOTICE

**TRADEMARK**  
**REEL: 005243 FRAME: 0151**

The undersigned Obligor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

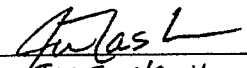
Very truly yours,

NEWK'S FRANCHISE COMPANY, LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

REGIONS BANK, as Collateral Agent

By:   
Name: JAKE NASH  
Title: MANAGING DIRECTOR

TRADEMARK NOTICE

TRADEMARK  
REEL: 005243 FRAME: 0152

**Schedule 1**

**Newk's Franchise Company, LLC  
(Mississippi Limited Liability Company)**

**U.S. Trademark**

**Pending Application**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
<b>NEWK'S EATERY</b>	<b>85851407</b>	<b>02/15/13</b>

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