

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holdings FL, Inc.		05/29/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Branch Banking and Trust Company		
Street Address:	200 West 2nd Street, 17th Floor		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	a banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4106160	COFFEE OUT	
Registration Number:	4236379	BIG DOUBLE	
Registration Number:	3237232	COOK OUT	
Registration Number:	3190724	COOK OUT	
Registration Number:	1984013	COOKED OUTDOORS STYLE	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(336) 721-3629		
Email:	trademarkswinston@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Carlyle Sandridge & Rice, LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	46129.0118.5		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randy Springer/		
DATE SIGNED:	05/30/2014		
Total Attachments: 5			

CH \$140.00 4106160

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 29, 2014 is entered into by HOLDINGS FL, INC., a Florida corporation (referred to herein as the "Grantor"), and BRANCH BANKING AND TRUST COMPANY, as Administrative Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement dated as of May 29, 2014 among Grantor, the other grantors party thereto and the Secured Party (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Party in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including without limitation the trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Secured Party a security interest in, and continuing lien on, all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA.

(iii) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

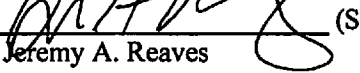
(iv) Counterparts


This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

HOLDINGS FL, INC.,
a Florida corporation

By:  (SEAL)
Name: Jeremy A. Reaves
Title: President

By:  (SEAL)
Name: Morris G. Reaves
Title: Secretary and Treasurer

BRANCH BANKING AND TRUST
COMPANY, a North Carolina banking
corporation, as the Administrative Agent

By: _____
Name: _____
Title: _____

Grantor Address:
15 Laura Lane, Suite 300
Thomasville, NC 27360

Administrative Agent Address:
200 West 2nd Street, 17th Floor
Winston-Salem, NC 27101

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005291 FRAME: 0240

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

HOLDINGS FL, INC.,
a Florida corporation

By: _____ (SEAL)
Name: Jeremy A. Reaves
Title: President

By: _____ (SEAL)
Name: Morris G. Reaves
Title: Secretary and Treasurer

BRANCH BANKING AND TRUST
COMPANY, a North Carolina banking
corporation, as the Administrative Agent

By:  _____
Name: Michael Skorich
Title: Senior Vice President

Grantor Address:
15 Laura Lane, Suite 300
Thomasville, NC 27360

Administrative Agent Address:
200 West 2nd Street, 17th Floor
Winston-Salem, NC 27101

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date	Record Owner
COFFEE OUT	4,106,160	2/28/2012	HOLDINGS FL, INC.
BIG DOUBLE	4,236,379	11/6/2012	HOLDINGS FL, INC.
COOK OUT	3,237,232	5/1/2007	HOLDINGS FL, INC.
COOK OUT (DESIGN)	3,190,724	1/2/2007	HOLDINGS FL, INC.
COOKED OUTDOORS STYLE	1,984,013	7/2/1996	HOLDINGS FL, INC.