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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM340391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/27/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CJ-LO Company, Inc.		05/01/2015	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Simply Southern Restaurant Group, LLC	
Street Address:	ss: 852 North Dean Road	
Internal Address:	Suite 200	
City:	Auburn	
State/Country:	ALABAMA	
Postal Code:	36830	
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3725129	THE CHICKEN SALAD CHICK
Registration Number:	4205558	A SIMPLE CONCEPT, A SUPERB EXPERIENCE
Registration Number:	4310357	CHICKEN SALAD CHICK

CORRESPONDENCE DATA

Fax Number: 4045725134

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.

Phone: 404 572 4600

Email: trademarks@kslaw.com,vbantug@kslaw.com

Correspondent Name: King & Spalding LLP
Address Line 1: 1180 Peachtree Street, NE
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	21511.251005
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	05/05/2015

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK/SERVICE MARK ASSIGNMENT

THIS NUNC PRO TUNC TRADEMARK/SERVICE MARK ASSIGNMENT (this "Assignment") is made and effective as of November 27, 2012, by and between CJ-LO Company, Inc., an Alabama corporation having its principal place of business at 852 North Dean Road, Suite 200, Auburn, Alabama 36830 (the "Assignor") and Simply Southern Restaurant Group, LLC, an Alabama limited liability corporation having its principal place of business at 852 North Dean Road, Suite 200, Auburn, Alabama 36830 (the "Assignee").

WHEREAS, Assignor and Assignee, related companies with a continuity of management, are parties to that certain Assignment Of Trademark dated November 27, 2012 (the "2012 Assignment"), pursuant to which Assignor intended to and did assign to Assignee all right, title, and interest in, to, and under certain service marks, and the applications and registrations therefor, as described in the 2012 Assignment, together with the goodwill of the business symbolized thereby;

WHEREAS, as set forth in the 2012 Assignment, Assignor is the owner of the United States service marks as set forth in Exhibit A attached hereto and made a part hereof, together with the goodwill of the business symbolized by each such service mark and the registrations therefor (hereinafter the "Marks"), which, for the avoidance of doubt, it desires to assign, *nunc pro tunc*, effective November 27, 2012, to Assignee;

WHEREAS, for the avoidance of doubt, Assignee desires to accept, *nunc pro tunc*, effective November 27, 2012, such assignment of the Marks, including the goodwill of the business symbolized by such Marks.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, including the consideration set forth in the 2012 Assignment, the receipt and sufficiency of which are hereby acknowledged by each party, Assignor and Assignee hereby agree as follows:

- 1. Assignor does hereby assign, transfer, and convey to Assignee, *nunc pro tunc*, effective as of November 27, 2012, all of Assignor's right, title, and interest in and to the Marks, including the registrations therefor, and all common law rights and rights governed by foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and including (without limitation) Assignor's right to sue for and seek remedies against past, present, and future infringements of the Marks, if any, and the right to sue for and seek rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
- 2. Assignor agrees that it will execute and deliver, upon the request of Assignee, such additional documents, if any, as are reasonably necessary to complete the timely transfer of the Marks or to vest in Assignee good title in and to the Marks.
- 3. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

4. This Assignment may be executed and delivered by electronic transmission and/or in any number of counterparts with the same effect as if all of the parties signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Nunc Pro Tunc Trademark/Service Mark Assignment, effective as of November 27, 2012.

Signed this <u>lst</u> day of <u>May</u>, 2015

CJ-LO COMPANY, INC.

an Alabama corporation

By: A. Kevin Brown

Title: President

STATE OF AL	.ĄBAMA
COUNTY OF	lle

On this <u>lst</u> day of <u>May</u> 2015, before me, a Notary Public in and for the State and County foresaid, personally appeared <u>A. Kevin Brown</u>, known by me to be the person above named and an officer of CJ-LO Company, Inc., who is duly authorized to execute this Assignment on behalf of CJ-LO Company, Inc., and who signed and executed the foregoing instrument on behalf of CJ-LO Company, Inc.

Notary Public: W Wood My Commission Expires:

My Commission Expires November 21, 2015

EXECUTION VERSION

EXHIBIT A

Country	Trademark	Serial Number	Filing Date	Registration Date	Registration Number
United States	THE CHICKEN SALAD CHICK The Chicker Salad Chick	77/736,886	May 14, 2009	December 15, 2009	3,725,129
United States	A SIMPLE CONCEPT, A SUPERB EXPERIENCE	85/533,393	February 3, 2012	September 11, 2012	4,205,558
United States	CHICKEN SALAD CHICK	85/533,430	February 2, 2012	March 26, 2013	4,310,357

TRADEMARK
REEL: 005510 FRAME: 0527

RECORDED: 05/05/2015