

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PF PURCHASER CORP		05/21/2015	CORPORATION: DELAWARE
CAPTAIN D'S, LLC		05/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
GRANDY'S, LLC		05/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
FISH INTERMEDIATE HOLDINGS LLC		05/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
CAPTAIN D'S HOLDING CORP.		05/21/2015	CORPORATION: DELAWARE
GRANDY'S HOLDING CORP.		05/21/2015	CORPORATION: DELAWARE
CAPTAIN D'S INTERMEDIATE HOLDING CORP.		05/21/2015	CORPORATION: DELAWARE
GRANDY'S INTERMEDIATE HOLDING CORP.		05/21/2015	CORPORATION: DELAWARE
CAPTAIN D'S REALTY, LLC		05/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
CAPTAIN D'S EQUIPMENT, LLC		05/21/2015	LIMITED LIABILITY COMPANY: TENNESSEE
CAPTAIN D'S GC, LLC		05/21/2015	LIMITED LIABILITY COMPANY: COLORADO
CAPTAIN D'S ENTERPRISES, LLC		05/21/2015	LIMITED LIABILITY COMPANY: TENNESSEE
CAPTAIN D'S OF ILLINOIS, LLC		05/21/2015	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	Bank of America Plaza; 901 Main St.		
Internal Address:	Mail Code TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		

OP \$65.00 4620875

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4620875	IT'S GOTTA BE D'S
Serial Number:	86255863	FULL MEAL DEALS

CORRESPONDENCE DATA**Fax Number:** 6179518736*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:** 6173417729**Email:** kschmidt@morganlewis.com**Correspondent Name:** Katarzyna Schmidt**Address Line 1:** 1 Federal Street**Address Line 2:** c/o Morgan Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110**NAME OF SUBMITTER:** Katarzyna Schmidt**SIGNATURE:** /Katarzyna Schmidt/**DATE SIGNED:** 05/21/2015**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2015, 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 amended by that certain Amendment No. 1 to Credit Agreement, dated as of February 6, 2015, and as further amended, amended and restated, restated, supplemented, modified or otherwise in effect immediately prior to the date hereof, the "Existing 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Existing Credit Agreement is concurrently herewith being amended and restated in its entirety by that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among the Loan Parties, the Lenders, certain other parties thereto from time to time and the Administrative Agent;

WHEREAS, each Grantor has, pursuant to a Security Agreement dated as of December 2, 2013 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"), as reaffirmed pursuant to that certain reaffirmation agreement dated as of even date herewith, 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 11.15 and 11.16 OF THE CREDIT AGREEMENT.

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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: Michael T. Folks
Name: Michael T. Folks
Title: Vice President and Secretary

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

By: Michael T. Folks
Name: Michael T. Folks
Title: Senior Vice President, General Counsel
and Secretary

GRANDY'S, LLC,
a Delaware limited liability company

By: Michael T. Folks
Name: Michael T. Folks
Title: Vice President and Secretary

FISH INTERMEDIATE HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name: Michael Schnabel
Title: Officer

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: Michael T. Folks
Title: Vice President and Secretary

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

By: _____
Name: Michael T. Folks
Title: Senior Vice President, General Counsel
and Secretary

GRANDY'S, LLC,
a Delaware limited liability company

By: _____
Name: Michael T. Folks
Title: Vice President and Secretary

FISH INTERMEDIATE HOLDINGS LLC,
a Delaware limited liability company

By: MSchnabel
Name: Michael Schnabel
Title: Officer

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

GRANTORS (Cont'd):

CAPTAIN D'S HOLDING CORP.,
a Delaware corporation

By: Michael T. Folks
Name: Michael T. Folks
Title: Vice President and Secretary

GRANDY'S HOLDING CORP.,
a Delaware corporation

By: Michael T. Folks
Name: Michael T. Folks
Title: Vice President and Secretary

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

By: Michael T. Folks
Name: Michael T. Folks
Title: Vice President and Secretary

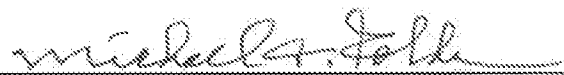
**GRANDY'S INTERMEDIATE HOLDING
CORP.,**
a Delaware corporation

By: Michael T. Folks
Name: Michael T. Folks
Title: Vice President and Secretary

GRANTORS (Cont'd):

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

By: Captain D's, LLC, sole member

By: 

Name: Michael T. Folks
Title: Senior Vice President, General Counsel
and Secretary

CAPTAIN D'S EQUIPMENT, LLC,
a Tennessee limited liability company

By: Captain D's, LLC, sole member

By: 

Name: Michael T. Folks
Title: Senior Vice President, General Counsel
and Secretary

CAPTAIN D'S GC, LLC,
a Colorado limited liability company

By: Captain D's, LLC, sole member

By: 

Name: Michael T. Folks
Title: Senior Vice President, General Counsel
and Secretary

CAPTAIN D'S ENTERPRISES, LLC,
a Tennessee limited liability company

By: Captain D's, LLC, sole member

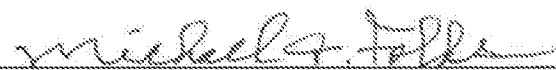
By: 

Name: Michael T. Folks
Title: Senior Vice President, General Counsel
and Secretary

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: 

Name: Michael T. Folks

Title: Senior Vice President, General Counsel
and Secretary

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

TRADEMARK
REEL: 005521 FRAME: 0755

ACKNOWLEDGED AND AGREED
as of the date first above written:

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

By: *Darleen R. Parmelee*

Name: Darleen R. Parmelee
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Holder	Description	Registration No.	Issue Date
Captain D's Enterprises, LLC	It's Gotta Be D's	4620875	14-Oct-2014

2. TRADEMARK APPLICATIONS

Holder	Description	Registration No.	Issue Date
Captain D's Enterprises, LLC	Full Meal Deal	Unpublished Application (Pending) Application # 86255863	Application Date 17-April- 2014