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| <b>TRADEMARK ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM436332

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|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION                                       |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>RESUBMIT DOCUMENT ID:</b> | 900413480  |
| <b>SEQUENCE:</b>             | 1  |

**CONVEYING PARTY DATA**

| Name                        | Formerly | Execution Date | Entity Type                            |
|-----------------------------|----------|----------------|--|
| Piccadilly Restaurants, LLC |          | 07/12/2017     | Limited Liability Company:<br>DELAWARE |

**RECEIVING PARTY DATA**

|                          |                                     |
|--------------------------|-------------------------------------|
| <b>Name:</b>             | Piccadilly Holdings LLC             |
| <b>Street Address:</b>   | 4150 S. Sherwood Forest Blvd.       |
| <b>Internal Address:</b> | Suite 100                           |
| <b>City:</b>             | Baton Rouge                         |
| <b>State/Country:</b>    | LOUISIANA                           |
| <b>Postal Code:</b>      | 70816                               |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE |

**PROPERTY NUMBERS Total: 34**

| Property Type               | Number   | Word Mark                           |
|-----------------------------|----------|-------------------------------------|
| <b>Registration Number:</b> | 1578246  | PICCADILLY CAFETERIA                |
| <b>Registration Number:</b> | 2334199  | PICCADILLY EXPRESS                  |
| <b>Registration Number:</b> | 2351123  | PICCADILLY                          |
| <b>Registration Number:</b> | 2365850  | PICCADILLY                          |
| <b>Registration Number:</b> | 2928770  | PICCADILLY TO-GO                    |
| <b>Registration Number:</b> | 4501038  | P PICCADILLY EMERGENCY SERVICES     |
| <b>Registration Number:</b> | 4488246  | P PICCADILLY FOOD SERVICE           |
| <b>Registration Number:</b> | 4501039  | PICCADILLY EMERGENCY SERVICES       |
| <b>Registration Number:</b> | 4557700  | THE FAST FAMILY RESTAURANT          |
| <b>Registration Number:</b> | 5164813  | PICCADILLY FOOD SERVICE             |
| <b>Serial Number:</b>       | 87109906 | PICCADILLY TO-GO                    |
| <b>Registration Number:</b> | 3039987  | PICCADILLY TO-GO                    |
| <b>Registration Number:</b> | 3116433  | PICCADILLY. PICCADILLY FOOD SERVICE |
| <b>Serial Number:</b>       | 78939979 | CLASSICS                            |
| <b>Serial Number:</b>       | 78940340 | CAVALLO'S PIZZA & PASTA             |
| <b>Registration Number:</b> | 3352334  | PETE'S GRILL                        |

**TRADEMARK**

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 3359749  | HAMILTON'S DELI                          |
| Registration Number: | 3116447  | PICCADILLY FOOD SERVICE                  |
| Registration Number: | 1304242  | RALPH & KACOO'S                          |
| Registration Number: | 1535833  | RALPH & KACOO'S                          |
| Serial Number:       | 74108725 |  |
| Registration Number: | 1389270  | PICC-FRESH                               |
| Registration Number: | 1468501  | PICC-PRIDE                               |
| Registration Number: | 1703871  | PICCADILLY CLASSIC AMERICAN COOKING      |
| Serial Number:       | 74160263 | PLATTERS GOOD FOOD AND PLENTY OF IT!     |
| Serial Number:       | 74160264 | PLATTERS                                 |
| Serial Number:       | 75553505 | DILLY                                    |
| Registration Number: | 2363824  | PICCADILLY CAFETERIA                     |
| Serial Number:       | 75553781 | SUPER DILLY                              |
| Serial Number:       | 75553810 | DILLY DISH                               |
| Registration Number: | 2341958  | WHO SAYS YOU CAN'T PLEASE EVERYBODY      |
| Registration Number: | 2325868  | 50 FEET OF HOT, WHOLESOME, HOMESTYLE COO |
| Registration Number: | 1471071  | MORRISON'S FAMILY DINING                 |
| Serial Number:       | 78323629 | MORRISON'S TO-GO                         |

**CORRESPONDENCE DATA**

Fax Number: 5045960830

*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: (504) 593-0830

Email: bbarnett@stonepigman.com

Correspondent Name: Barbra Barnett

Address Line 1: 546 Carondelet Street

Address Line 4: New Orleans, LOUISIANA 70130

|                    |                  |
|--------------------|------------------|
| NAME OF SUBMITTER: | Barbra Barnett   |
| SIGNATURE:         | /Barbra Barnett/ |
| DATE SIGNED:       | 07/24/2017       |

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Trademark Assignment") is entered into as of July 12, 2017 (the "Effective Date"), by and between Piccadilly Restaurants, LLC, a Delaware limited liability company, and Piccadilly Food Service, LLC, a Delaware limited liability company (collectively, "Assignor") and Piccadilly Holdings LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all applications therefor specified in Schedule A attached hereto (the "Trademarks");

WHEREAS, Assignor and Assignee, are parties to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement");

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business connected with the use of or symbolized by the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business connected with the use of or symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Marks. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of or symbolized by the Trademarks. This Trademark Assignment includes all of Assignor's right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks.

2. Asset Purchase Agreement Preserved. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Agreement in any manner whatsoever. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein and that neither the representations and warranties nor the rights and remedies of the parties under the Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Trademark Assignment. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Trademark Assignment, the terms of the Agreement will govern. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Assignee and its successors and permitted assigns and

Assignor and its successors and permitted assigns any remedy or claim under or by reason of this Trademark Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this Trademark Assignment shall be for the sole and exclusive benefit of Assignee and its successors and permitted assigns and Assignor and its successors and permitted assigns. This Trademark Assignment will be binding upon Assignor and its successors and permitted assigns, and inure to the benefit of and is enforceable by Assignee and its successors and assigns. This Trademark Assignment will be binding upon Assignee and its successors and permitted assigns, and inure to the benefit of and is enforceable by Assignor and its successors and permitted assigns.

3. Governing Law. This Trademark Assignment shall be construed under the laws of the State of New York, United States of America, without giving effect to the conflict of law provisions thereof.

4. Authority. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Trademark Assignment.

*[The remainder of this page has been intentionally left blank.]*

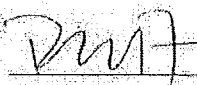
IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

**ASSIGNOR:**

PICCADILLY RESTAURANTS, LLC

By: PICCADILLY INVESTMENTS, LLC  
Its: Managing Member

By: ACM APPLETON, INC.  
Its: Managing Member

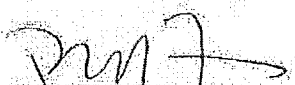
By:   
Name: **Robert M. Flowers**  
Title: Authorized Signatory

PICCADILLY FOOD SERVICE, LLC

By: PICCADILLY RESTAURANTS, LLC  
Its: Managing Member

By: PICCADILLY INVESTMENTS, LLC  
Its: Managing Member


By: ACM APPLETON, INC.  
Its: Managing Member

By:   
Name: **Robert M. Flowers**  
Title: Authorized Signatory

[Assignor Signature Page to Assignment of Trademarks]

ASSIGNEE:




PICCADILLY HOLDINGS, LLC

By:   
Name: Aslam Khan  
Title: Manager

[Assignee Signature Page to Assignment of Trademarks]

TRADEMARK  
REEL: 006110 FRAME: 0431

SCHEDULE A

| Trademark   | Country | App. No./<br>Filing Date | Reg. No./<br>Reg. Date  | Owner                          | Status   |
|---|---------|--------------------------|-------------------------|--------------------------------|--|
| PICCADILLY<br>CAFETERIA   | U.S.    | 73/699,915<br>12/09/1987 | 1,578,246<br>01/16/1990 | Piccadilly<br>Restaurants, LLC | Registered;<br>Security Interest to<br>Wells Fargo Foothill,<br>Inc. |
|    | U.S.    | 75/361,988<br>09/24/1997 | 2,334,199<br>03/28/2000 | Piccadilly<br>Restaurants, LLC | Registered;<br>Security Interest to<br>Wells Fargo Foothill,<br>Inc. |
|    | U.S.    | 75/362,149<br>09/24/1997 | 2,351,123<br>05/23/2000 | Piccadilly<br>Restaurants, LLC | Registered;<br>Security Interest to<br>Wells Fargo Foothill,<br>Inc. |
|    | U.S.    | 75/587,829<br>11/12/1998 | 2,365,850<br>07/11/2000 | Piccadilly<br>Restaurants, LLC | Registered;<br>Security Interest to<br>Wells Fargo Foothill,<br>Inc. |
|   | U.S.    | 78/310,555<br>10/07/2003 | 2,928,770<br>03/01/2005 | Piccadilly<br>Restaurants, LLC | Registered;<br>Security Interest to<br>Wells Fargo Foothill,<br>Inc. |
|  | U.S.    | 86/013,897<br>07/18/2013 | 4,501,038<br>03/25/2014 | Piccadilly<br>Restaurants, LLC | Registered;<br>No Security<br>Assignments                            |
|  | U.S.    | 86/013,909<br>07/18/2013 | 4,488,246<br>02/25/2014 | Piccadilly<br>Restaurants, LLC | Registered;<br>No Security<br>Assignments                            |
| PICCADILLY<br>EMERGENCY<br>SERVICES   | U.S.    | 86/013,919<br>07/18/2013 | 4,501,039<br>03/25/2014 | Piccadilly<br>Restaurants, LLC | Registered;<br>No Security<br>Assignments                            |
| THE FAST FAMILY<br>RESTAURANT   | U.S.    | 86/070,644<br>09/20/2013 | 4,557,700<br>06/24/2014 | Piccadilly<br>Restaurants, LLC | Registered;<br>No Security<br>Assignments                            |
| PICCADILLY FOOD<br>SERVICE  | U.S.    | 87/111,445<br>07/21/2016 | 5,164,813<br>03/21/2017 | Piccadilly<br>Restaurants, LLC | Registered;<br>No Security<br>Assignments                            |

1229401v2

| Trademark   | Country | App. No./<br>Filing Date | Reg. No./<br>Reg. Date  | Owner                          | Status   |
|---|---------|--------------------------|-------------------------|--------------------------------|--|
|    | U.S.    | 87/109,906<br>07/20/2016 | N/A                     | Piccadilly<br>Restaurants, LLC | Pending; Final Office<br>Action issued<br>11/26/2016 |
| PICCADILLY TO-GO  | U.S.    | 78/310,553<br>10/07/2003 | 3,039,987<br>01/10/2006 | Piccadilly<br>Restaurants, LLC | Cancelled  |
|    | U.S.    | 78/561,660<br>02/07/2005 | 3,116,433<br>07/18/2006 | Piccadilly<br>Restaurants, LLC | Cancelled  |
| CLASSICS  | U.S.    | 78/939,979<br>07/28/2006 | N/A                     | Piccadilly<br>Restaurants, LLC | Cancelled  |
|    | U.S.    | 78/940,340<br>07/28/2006 | N/A                     | Piccadilly<br>Restaurants, LLC | Cancelled  |
|   | U.S.    | 78/940,353<br>07/28/2006 | 3,352,334<br>12/11/2007 | Piccadilly<br>Restaurants, LLC | Cancelled  |
|  | U.S.    | 78/940,347<br>07/28/2006 | 3,359,749<br>12/25/2007 | Piccadilly<br>Restaurants, LLC | Cancelled  |
| PICCADILLY FOOD<br>SERVICE  | U.S.    | 78/565,405<br>02/11/2005 | 3,116,447<br>07/18/2006 | Piccadilly<br>Restaurants, LLC | Cancelled  |
| RALPH & KACOO'S   | U.S.    | 73/427,151<br>05/23/1983 | 1,304,242<br>11/06/1987 | Piccadilly Cafeterias,<br>Inc. | Cancelled  |
|  | U.S.    | 73/473,637<br>01/24/1989 | 1,535,833<br>04/18/1989 | Piccadilly Cafeterias,<br>Inc. | Cancelled  |
|  | U.S.    | 74/108,725<br>12/10/1991 | 11667,602<br>12/10/1997 | Piccadilly Cafeterias,<br>Inc. | Cancelled  |
| PICC-FRESH  | U.S.    | 73/555,799<br>08/28/1985 | 1,389,270<br>04/08/1986 | Piccadilly Cafeterias,<br>Inc. | Cancelled  |

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| Trademark   | Country | App. No./<br>Filing Date | Reg. No./<br>Reg. Date  | Owner                          | Status    |
|---|---------|--------------------------|-------------------------|--------------------------------|-----------|
| PICC-PRIDE  | U.S.    | 73/626,116<br>10/20/1986 | 1,468,501<br>12/08/1987 | Piccadilly Cafeterias,<br>Inc. | Cancelled |
|    | U.S.    | 74/092,869<br>08/29/1990 | 1,703,871<br>07/28/1998 | Piccadilly Cafeterias,<br>Inc. | Cancelled |
|    | U.S.    | 74/160,263<br>08/24/1991 | N/A                     | Piccadilly Cafeterias,<br>Inc. | Cancelled |
| PLATTERS  | U.S.    | 74/160,264<br>04/24/1991 | N/A                     | Piccadilly Cafeterias,<br>Inc. | Cancelled |
| DILLY   | U.S.    | 75/553,505               | N/A                     | Piccadilly Cafeterias,<br>Inc. | Cancelled |
|    | U.S.    | 75/553,552<br>09/16/1998 | 2,363,824<br>07/04/2000 | Piccadilly Cafeterias,<br>Inc. | Cancelled |
| SUPER DILLY   | U.S.    | 75/553,781<br>09/16/1998 | N/A/                    | Piccadilly Cafeterias,<br>Inc. | Cancelled |
| DILLY DISH  | U.S.    | 75/553,810<br>09/16/1998 | N/A                     | Piccadilly Cafeterias,<br>Inc. | Cancelled |
| WHO SAYS YOU CAN'T<br>PLEASE EVERYBODY  | U.S.    | 75/599,877<br>12/04/1998 | 2,341,958<br>04/11/2000 | Piccadilly Cafeterias,<br>Inc. | Cancelled |
| 50 FEET OF HOT,<br>WHOLESOME,<br>HOMESTYLE COOKIN'                                  | U.S.    | 75/599,888<br>12/04/1998 | 2,325,868<br>03/07/2000 | Piccadilly Cafeterias,<br>Inc. | Cancelled |
|  | U.S.    | 73/660,156<br>05/11/1987 | 1,471,071<br>12/29/1987 | Piccadilly Cafeterias,<br>Inc. | Cancelled |
| MORRISON'S TO-GO  | U.S.    | 78/323,629<br>11/05/2003 | N/A/                    | Piccadilly Cafeterias,<br>Inc. | Cancelled |

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