

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM437032

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Piccadilly Holdings LLC		07/13/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	First Tennessee Bank National Association
Street Address:	165 Madison Ave
City:	Madison
State/Country:	TENNESSEE
Postal Code:	38103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1578246	PICCADILLY CAFETERIA
Registration Number:	2334199	PICCADILLY EXPRESS
Registration Number:	2351123	PICCADILLY
Registration Number:	2365850	PICCADILLY
Registration Number:	2928770	PICCADILLY TO-GO
Registration Number:	4501038	P PICCADILLY EMERGENCY SERVICES
Registration Number:	4488246	P PICCADILLY FOOD SERVICE
Registration Number:	4501039	PICCADILLY EMERGENCY SERVICES
Registration Number:	4557700	THE FAST FAMILY RESTAURANT
Registration Number:	5164813	PICCADILLY FOOD SERVICE
Serial Number:	87109906	PICCADILLY TO-GO
Registration Number:	3039987	PICCADILLY TO-GO
Registration Number:	3116433	PICCADILLY. PICCADILLY FOOD SERVICE
Serial Number:	78939979	CLASSICS
Serial Number:	78940340	CAVALLO'S PIZZA & PASTA
Registration Number:	3352334	PETE'S GRILL
Registration Number:	3359749	HAMILTON'S DELI
Registration Number:	3116447	PICCADILLY FOOD SERVICE
Registration Number:	1304242	RALPH & KACOO'S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1667602	
Registration Number:	1389270	PICC-FRESH
Registration Number:	1468501	PICC-PRIDE
Registration Number:	1703871	PICCADILLY CLASSIC AMERICAN COOKING
Serial Number:	74160264	PLATTERS
Serial Number:	74160263	PLATTERS GOOD FOOD AND PLENTY OF IT!
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: 6023826070

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: 6023826000

Email: sschahn@swlaw.com

Correspondent Name: Snell & Wilmer L.L.P.

Address Line 1: 400 E. Van Buren St.

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	71982.00011
NAME OF SUBMITTER:	Todd V. Jones
SIGNATURE:	/Todd V. Jones/
DATE SIGNED:	07/28/2017

Total Attachments: 8
source=Security#page1.tif
source=Security#page2.tif
source=Security#page3.tif
source=Security#page4.tif
source=Security#page5.tif
source=Security#page6.tif
source=Security#page7.tif
source=Security#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 13, 2017 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the statutes of the United States of America, as Agent (in such capacity, the "Agent").

Reference is made to (a) the Credit Agreement dated as of July 13, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Piccadilly Holdings LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Agent and (b) the Collateral Agreement dated as of July 13, 2017 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Aslam Khan and Restaurant Business Solutions, LLC, a Delaware limited liability company, as Pledgor, the other grantors from time to time party thereto and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule 1 (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

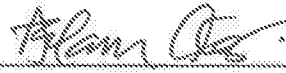
SECTION 4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PICCADILLY HOLDINGS LLC, a Delaware
limited liability company

By: 
Aslam Khan, Authorized Representative

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION, a national banking association
organized and existing under the statutes of the
United States of America

By: 
Name: Erk J. J.
Title: Vice President

Schedule I
Trademark Collateral
[SEE ATTACHED]

SCHEDULE A

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

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

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

1229401v2