

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM473559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank National Association		03/15/2018	National Banking Association: DELAWARE

RECEIVING PARTY DATA

Name:	Cannae Holdings, LLC
Street Address:	1701 Village Center Circle
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89134
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1883771	ALL-WORLD DOUBLE CHEESEBURGER
Registration Number:	4436632	AMERICAN BLUE RIBBON HOLDINGS
Registration Number:	1930867	ANGEL'S
Registration Number:	1899370	ANGEL'S DINER
Registration Number:	3999934	ARTISAN PIE SHOP SPECIAL
Registration Number:	1394423	BAKERS SQUARE
Registration Number:	1394236	BAKERS SQUARE
Registration Number:	1394428	BAKERS SQUARE
Registration Number:	2002503	BAKERS SQUARE RESTAURANT & PIES
Registration Number:	4317217	BAKERS SQUARE RESTAURANT & BAKERY
Registration Number:	2239993	BEST PIE IN AMERICA
Registration Number:	1307977	BUCKY
Registration Number:	1942036	CANDY CANE PIE
Registration Number:	4425593	DISCOVER ALL THAT'S GOOD INSIDE
Registration Number:	1979914	GOOD FOOD...GOOD FEELINGS
Registration Number:	3240715	GOOD NEIGHBOR REWARDS
Registration Number:	2237698	GREAT FOOD. UNBELIEVABLE PIE.
Registration Number:	2317331	J. HORNER'S
Registration Number:	2587251	J. HORNER'S LEGENDARY PIES & DESSERTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2463068	J.HORNER'S LEGENDARY PIES & DESSERTS
Registration Number:	4361669	LEGENDARY BAKING
Registration Number:	4016699	LEGENDARY BAKING
Registration Number:	4046125	LEGENDARY BAKING SINCE 1969
Registration Number:	3158244	MAX & ERMA'S
Registration Number:	3158132	MAX & ERMA'S
Registration Number:	1957161	MAX & ERMA'S
Registration Number:	1085131	MAX & ERMA'S NEIGHBORHOOD GATHERING PLAC
Registration Number:	4542602	MAX & ERMA'S THE HOMETOWN FAVORITE
Registration Number:	4436631	
Registration Number:	4428962	
Registration Number:	4288896	MY V.I.B.
Registration Number:	4312172	MY V.I.B. CHOOSE 4 DIFFERENT ITEMS! ALL
Registration Number:	4436633	PASSION TO SERVE
Registration Number:	4295822	THE PERFECT PAIR
Registration Number:	3787096	PIE RUSH WEDNESDAY
Registration Number:	3297956	RANDOM ACTS OF PIE-NESS
Registration Number:	2100736	SWEET RETURNS
Registration Number:	4108042	THE BAKERS SQUARE. RESTAURANT & PIES FOU
Registration Number:	1682297	THE BREAKFAST EXPERTS
Registration Number:	3963070	THE INNCREDBLE V.I.B.
Registration Number:	2603514	THE SKILLET EXPERTS
Registration Number:	4202421	VI:)
Registration Number:	4287957	VI
Registration Number:	1070440	VILLAGE INN
Registration Number:	1118490	VILLAGE INN
Registration Number:	1197458	VILLAGE INN
Registration Number:	1118489	VILLAGE INN PANCAKE HOUSE
Registration Number:	3478683	CROWD PLEAZERS
Registration Number:	4384114	CROWD PLEAZERS
Registration Number:	3387722	NINETY NINE RESTAURANT
Registration Number:	3380331	NINETY NINE
Registration Number:	2316751	99
Registration Number:	2838473	99
Registration Number:	3448002	UNSLICEABLY SOFT ROLLS
Registration Number:	4137076	TWISTED CHIPS
Registration Number:	1338554	O'CHARLEYS
Registration Number:	1788688	O'CHARLEY'S

Property Type	Number	Word Mark
Registration Number:	1789555	O'CHARLEY'S
Registration Number:	3447997	BOTTOMLESS BOWL
Registration Number:	4110363	LUNCH EXPRESS
Registration Number:	4663549	NINE GREAT MEALS. ONE GREAT PRICE. ZERO
Registration Number:	4698728	NINE MEALS. ONE PRICE. ZERO COMPROMISES.
Registration Number:	4392020	O'CHARLEY'S

CORRESPONDENCE DATA

Fax Number: 8032559831
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: 704-417-3127
Email: ip@nelsonmullins.com
Correspondent Name: Nelson Mullins Riley & Scarborough LLP
Address Line 1: 301 South College Street
Address Line 2: One Wells Fargo Center, 23rd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Craig N. Killen
SIGNATURE:	/Craig N. Killen/
DATE SIGNED:	05/11/2018

Total Attachments: 4
source=Assignment of Trademark Security Agreement (Executed 3.15.18)#page1.tif
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT AGREEMENT (“Assignment Agreement”) is made this 15th day of March, 2018, by and among **WELLS FARGO BANK NATIONAL ASSOCIATION** (“Assignor”), in its capacity as agent for the Lenders as described in a Credit Agreement dated as of August 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) and **CANNAE HOLDINGS, LLC**, a limited liability company of the state of Delaware (“Assignee”).

WHEREAS, the Assignor is party to a Trademark Security Agreement dated as of August 19, 2014 by which certain Grantors unconditionally granted, assigned, and pledged to Assignor, for the benefit of the Secured Parties (as defined in the Credit Agreement and/or a Guaranty and Security Agreement dated as of August 19, 2014), a continuing Security Interest in all of such Grantor’s right, title and interest in and to the Trademark Collateral;

WHEREAS, the Assignor is concurrently herewith resigning as agent for the Lenders and, immediately thereafter, the Assignee is being appointed as agent for the Lenders in the Assignor’s place; and

WHEREAS, the Assignor therefore wishes to transfer and assign to the Assignee all of the Assignor’s rights and interests in and to, and obligations under, the Trademark Security Agreement and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to that term in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement or the Trademark Security Agreement as the case may be, and this Assignment Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by reference, mutatis mutandis.

2. Assignment and Assumption. The Assignor hereby transfers and assigns to the Assignee, and the Assignee hereby acquires from the Assignor all of the Assignor’s rights and interests in and to the Trademark Security Agreement, of whatever kind or nature, and the Assignee hereby assumes and agrees to perform all obligations of the Assignor under the Trademark Security Agreement, of whatever kind or nature.

3. Effectiveness. This Assignment Agreement shall be effective as of the date set forth above.

4. Authority. The parties to this Assignment Agreement each represent and warrant that they are duly authorized to enter into this Assignment Agreement.

5. Governing Law; Binding Effect. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

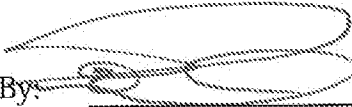
6. Counterparts. This Assignment Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Assignment Agreement. Delivery of an executed counterpart by telefacsimile or other electronic method of transmission (e.g., a PDF or TIFF file delivered by electronic mail) shall be equally as effective as physical delivery of an original executed counterpart of this Assignment Agreement. Any party delivering an executed counterpart of this Assignment Agreement by telefacsimile or other electronic method of transmission also shall physically deliver an original executed counterpart of this Assignment Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Assignment Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment Agreement.

ASSIGNEE:

CANNAE HOLDINGS, LLC

By: 

Name: Richard L. Cox

Title: Managing Director and
Chief Financial Officer

ASSIGNOR:

WELLS FARGO BANK
NATIONAL ASSOCIATION

By: _____

Name: Reginald T. Dawson

Title: Senior Vice President

Signature Page to Assignment of Trademark Security Agreement

**TRADEMARK
REEL: 006329 FRAME: 0428**

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment Agreement.

ASSIGNEE:

CANNAE HOLDINGS, LLC


By: _____

Name:

Title:

ASSIGNOR:

WELLS FARGO BANK NATIONAL
ASSOCIATION

By:  _____

Name: Reginald T. Dawson

Title: Senior Vice President

Signature Page to Assignment of Trademark Security Agreement