

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM478889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corky's Partners, LLC		06/06/2018	Limited Liability Company:
El Terrifico, LLC		06/06/2018	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	FirstBank		
Street Address:	6482 Poplar Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2111879	CORKY'S	
Registration Number:	2087433	CORKY'S	
Registration Number:	2057511	CORKY'S	
Registration Number:	2087432	CORKY'S	
Registration Number:	2161534		
Registration Number:	2069694	CORKY'S	
Registration Number:	2065172	CORKY'S RIBS & BBQ	
Registration Number:	2089084	CORKY'S	
Registration Number:	2090985	CORKY'S	
Registration Number:	3427305	CORKY'S RIBS & BBQ	
Registration Number:	2727831	EL TERRIFICO TAMALE CO. QUALITY COOKING	
Registration Number:	2730030	EL TERRIFICO TAMALE CO. QUALITY COOKING	
Registration Number:	2597591	EL TERRIFICO TAMALE CO. QUALITY COOKING	
CORRESPONDENCE DATA			
Fax Number:	9015252389		
<i>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.</i>			

OP \$340.00 2111879

Phone: 9015761853
Email: mjobe@glankler.com
Correspondent Name: Mark T. Jobe
Address Line 1: 6000 Poplar Avenue
Address Line 2: Suite 400
Address Line 4: Memphis, TENNESSEE 38117

NAME OF SUBMITTER:	Mark T. Jobe
---------------------------	--------------

SIGNATURE:	/Mark T. Jobe/
-------------------	----------------

DATE SIGNED:	06/21/2018
---------------------	------------

Total Attachments: 12

source=Executed Security Agreement#page1.tif
source=Executed Security Agreement#page2.tif
source=Executed Security Agreement#page3.tif
source=Executed Security Agreement#page4.tif
source=Executed Security Agreement#page5.tif
source=Executed Security Agreement#page6.tif
source=Executed Security Agreement#page7.tif
source=Executed Security Agreement#page8.tif
source=Executed Security Agreement#page9.tif
source=Executed Security Agreement#page10.tif
source=Executed Security Agreement#page11.tif
source=Executed Security Agreement#page12.tif

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 6, 2018, made by **DOBBS FOOD DISTRIBUTION, LLC**, a Delaware limited liability company, **NEW POPLAR, INC.**, a Tennessee corporation, **CORKY'S PARTNERS, LLC**, a Tennessee limited liability company, **CORKY'S FOOD MANUFACTURING, LLC**, a Tennessee limited liability company, **EL-TERRIFICO, LLC**, a Tennessee limited liability company, **A & B OPERATING, LLC**, a Tennessee limited liability company, **CORKY'S CATERING & CONCESSIONS, LLC**, a Tennessee limited liability company, **CORKYS OLIVE BRANCH OPERATING LLC**, a Mississippi limited liability company, **CORKY'S COLLIERVILLE OPERATING, LLC**, a Tennessee limited liability company, **CORPORATE HQ, LLC**, a Tennessee limited liability, **CORKYS OUTLETS LLC**, a Tennessee limited liability company (collectively, the "Grantor"), in favor of **FIRSTBANK**, ("Lender"), a Tennessee banking corporation, with a place for the conduct of business in Memphis, Tennessee, its successors, transferees and assigns.

WITNESSETH:

WHEREAS, Lender has agreed to make the following loans (the "Loans"): (i) a term loan evidenced by that certain Promissory Note in the principal amount of \$27,212,000 of even date herewith executed by Dobbs Food Distribution, LLC, a Delaware limited liability company ("Charcoal Holdco") and payable to the order of Lender with interest thereon at the rate specified therein and payable in monthly installments with maturity on June 1, 2025, (ii) a working capital revolving line of credit evidenced by that certain Revolving Master Note in the principal amount of \$7,500,000 of even date herewith executed by Charcoal Holdco, and payable to the order of Lender with interest thereon at the rate specified therein and payable in monthly installments with maturity on June 1, 2020 and (iii) a term loan evidenced by that certain Promissory Note in the principal amount of \$2,588,000 of even date herewith executed by Corkys Collierville Real Estate LLC ("Collierville"), Corky's Catering Real Estate LLC ("Catering"), and Corkys Olive Branch Real Estate LLC ("Olive Branch") and payable to the order of Lender with interest thereon at the rate specified therein and payable in monthly installments with maturity on June 1, 2025 (collectively called the "Notes"); and

WHEREAS, the execution of this Security Agreement is a condition to the Lender's obligation to make the Loans;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loans, Grantor agrees with Lender, as follows:

1. **Defined Terms.** The following terms shall have the following meanings:

"Code" shall mean the Uniform Commercial Code as from time to time in effect in the State of Tennessee. Code will refer to the Uniform Commercial Code in effect in the State of Delaware or Mississippi only to the extent that Delaware law

or Mississippi law, as applicable, controls the perfection of the security interests granted hereunder.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Loan Agreement" shall mean that certain Loan Agreement dated of even date herewith executed by and among Grantor, Collierville, Catering, Olive Branch, and Lender, reference to which is hereby made for all purposes.

"Obligations" shall mean any amount due under the Notes and all other obligations and liabilities of the Grantor, Collierville, Catering, and Olive Branch to Lender, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, which may arise under, out of, or in connection with, the Notes, this Security Agreement, the Loan Agreement, any Hedge Agreement or Swap Obligation (other than Excluded Swap Obligations) and any other document executed and delivered in connection therewith or herewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to Lender that are required to be paid pursuant to the terms of the Notes) or otherwise.

"Proceeds" shall mean "proceeds," as such term is defined in Section 9-102(a)(64) of the Code and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority), and (c) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Security Agreement" shall mean this Security Agreement, as amended, supplemented or otherwise modified from time to time.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations, Grantor hereby assigns, pledges and grants to Lender, its successors, transferees and assigns, a security interest in all of the assets of Grantor, including without limitation, the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- A. all Goods as defined in Section 9-102(a)(44) of the Code (including Inventory as defined in Section 9-102(a)(48) of the Code);
- B. all Accounts as defined in Section 9-102(a)(2) of the Code;
- C. all Chattel Paper as defined in Section 9-102(a)(11) of the Code;
- D. all General Intangibles as defined in Section 9-102(a)(42) of the Code;
- E. all Instruments as defined in Section 9-102(a)(47) of the Code;
- F. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

3. Representations and Warranties. Grantor hereby represents and warrants that except for the liens granted to Lender and any other Permitted Encumbrances under the Loan Agreement and/or the other Loan Documents (the "Permitted Liens"):

A. Title; No Other Liens. Except for the lien granted to Lender pursuant to this Security Agreement, the Grantor owns each item of the Collateral free and clear of any and all liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except with respect to a Permitted Lien.

B. Perfected First Priority Liens. The liens granted pursuant to this Security Agreement constitute perfected liens on the Collateral in favor of Lender, which are prior to all other on the Collateral created by the Grantor and in existence on the date hereof and which are enforceable as such against all creditors of and purchasers from the Grantor and against any owner or purchaser of the real property where any of the Collateral is located and any present or future creditor obtaining a lien on such real property. The Grantor acknowledges that Lender will file financing statements under the Code in the Office of the Delaware Secretary of State and in the offices of the secretary of state in states where Lender deems necessary. The Grantor represents and warrants to Lender that (1) the Collateral is located in no locations other than those locations which are subject to Security Documents or which have been disclosed in writing to Lender and (2) the Grantor does not conduct business in any name other than the legal names of the entities comprising the Grantor and any assumed names of record with the applicable secretary of state therefor.

C. Chief Executive Office. The chief executive office and chief place of business of each entity comprising the Grantor is located at 5101 Wheelis, Suite 210, Memphis, Tennessee 38117. Each entity comprising the Grantor is a limited liability company formed under the laws of the states set forth in the introductory paragraph to this Security Agreement.

D. Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products, as defined in the Code.

E. No Consents, etc. No consent or authorization of, filing with, or other act by or in respect of, any arbitrator or governmental authority and no consent of any other Person (including, without limitation, any member, partner, stockholder or creditor of the Grantor), is required in connection with the execution, delivery, performance, validity or enforceability of this Security Agreement.

F. Power and Authority; Authorization. The Grantor has the power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant the security interest and lien on the Collateral pursuant to this Security Agreement and has taken all necessary action to authorize its execution, delivery and performance of, and grant of the security interest and lien on the Collateral pursuant to, this Security Agreement.

G. Enforceability. This Security Agreement constitutes a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

H. No Conflict. The execution, delivery and performance of this Security Agreement will not violate any provision of any requirement of law or material contractual obligation of the Grantor and will not result in the creation or imposition of any lien on any of the properties or revenues of the Grantor pursuant to any requirement of law or contractual obligation of the Grantor, except as contemplated hereby.

I. No Litigation. No litigation, investigation or proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of the Grantor, threatened by or against the Grantor or against any of its properties or revenues with respect to this Security Agreement or any of the transactions contemplated hereby which could have a material adverse effect upon the Collateral taken as a whole or the granting of the security interests granted hereby.

4. Covenants. The Grantor covenants and agrees with Lender that, from and after the date of this Security Agreement until the Obligations are satisfied:

A. Further Documentation. At any time and from time to time, upon the written request of Lender, and at the sole expense of the Grantor, the Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens created hereby. The Grantor also hereby authorizes Lender to file any such financing or continuation statement to the extent permitted by applicable law.

B. Indemnification. The Grantor agrees to pay, and to save Lender harmless from, any and all liabilities and reasonable, out-of-pocket costs and expenses (including, without

limitation, reasonable legal fees and expenses) in connection with any of the transactions contemplated by this Security Agreement.

C. Maintenance of Records. The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral. The Grantor will mark its internal books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. For the Lender's further security, Lender shall have a security interest in all the Grantor's books and records pertaining to the Collateral, and the Grantor shall make available for review any such books and records to Lender or to its representatives during normal business hours at the reasonable request of Lender.

D. Right of Inspection. Lender shall at all times, upon reasonable notice, have full and free access during normal business hours to all the books, correspondence and records of the Grantor, and Lender and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Grantor agrees to render to Lender, at the Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. Lender and its representatives shall at all times during business hours also have the right to enter into and upon the premises where any of the Collateral is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

E. Compliance with Laws, etc. The Grantor will comply in all material respects with all requirements of law applicable to the Collateral or any part thereof or to the operation of the Grantor's business; provided, however, that the Grantor may contest any requirement of law in any reasonable manner which shall not, in the reasonable opinion of Lender, materially adversely affect Lender's rights or the priority of its liens on the Collateral.

F. Payment of Obligations. The Grantor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Grantor's books in accordance with generally accepted accounting principles.

G. Limitation on Liens on Collateral. The Grantor will not create, incur or permit to exist, will defend the Collateral against any lien (other than a Permitted Lien), and will take commercially reasonable actions as are necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and will defend the right, title and interest of Lender in and to any of the Collateral against the claims and demands of all persons whomsoever.

H. Limitations on Disposition of Collateral. The Grantor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except approved as by Lender. It is acknowledged and agreed that notwithstanding any release of property from the security interest in accordance with the foregoing provisions of this clause

H., the security interest shall in any event continue in the Proceeds of Collateral. Inventory, along with any other Goods that are worn-out, damaged or obsolete, may be sold in the ordinary course of Grantor's business.

I. Maintenance of Insurance. The Grantor will maintain, with financially sound and reputable companies, insurance for the Collateral as may be required pursuant to the terms and conditions of the Loan Agreement.

J. Notices. The Grantor will advise Lender promptly, in reasonable detail, at its address set forth herein, (i) of any lien (other than liens created hereby) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

K. Changes in Locations, Name, etc. The Grantor will not change the location of its chief executive office/chief place of business or state of formation from that specified in herein, or remove its books and records from the location specified herein or change its name, identity or entity structure, all to such an extent that any financing statement filed by Lender in connection with this Security Agreement would become seriously misleading, without giving 30 days prior written notice to the Lender of any such event or change.

5. Lender's Appointment as Attorney-in-Fact.

A. Powers. The Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time after the occurrence and during the continuation of an Event of Default in Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or reasonably advisable to accomplish the purposes of this Security Agreement.

B. No Duty on Lender's Part. The powers conferred on Lender hereunder are solely to protect Lender's interests in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6. Performance by Lender of Grantor's Obligations. If the Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause the performance or compliance, with such agreement, the reasonable expenses of Lender incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Default Rate (as defined in the Notes), shall be payable by the Grantor to Lender on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, (a) all Proceeds received by the Grantor consisting of cash, checks and other near-cash items shall be held by the Grantor in trust for Lender, segregated from other funds of the Grantor, and shall, forthwith upon receipt by the Grantor, be turned over to Lender in the exact form received by the Grantor (duly indorsed by the Grantor to Lender, if required), and (b) any and all such Proceeds received by Lender (whether from the Grantor or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter may be applied by Lender against, the Obligations (whether matured or unmatured), such application to be in such order as Lender shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing, Lender may exercise (in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations) all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Lender, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of Lender or elsewhere, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Grantor, which right or equity is hereby waived or released, as the case may be. If an Event of Default shall occur and be continuing, the Grantor further agrees, at Lender's request to assemble the Collateral and make it available to Lender at such place or places as Lender shall reasonably select, whether at the Grantor's premises or elsewhere. Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable, out-of-pocket costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Lender hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as Lender may elect, and only after such application and after the payment by Lender of any other amount required by any provision of law, including, without limitation, Section 9-615 of the Code, need the Lender account for the surplus, if any, to the Grantor. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands it may acquire against Lender of any of its rights under this Security Agreement, except to the extent arising from the gross negligence or willful misconduct of Lender or its officers, employees, agents or representatives. If any notice of a proposed sale or other disposition of Collateral shall be

required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by Lender to collect such deficiency.

9. Limitation on Duties Regarding Preservation of Collateral. Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as Lender would deal with similar property for its own account. Neither Lender, nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and all powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or to be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. Lender shall not by any act (except by a written instrument pursuant to paragraph 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure or exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and Lender, provided that any provision of this Security Agreement may be waived by Lender in a written letter or agreement executed by Lender. This Security Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Lender and its successors, transferees and assigns.

15. Notices. Notices hereunder may be given by actual delivery, by mail, or by national overnight delivery service, addressed to the party to which it is being given at such party's address set forth below and shall be effective (a) upon actual delivery, (b) in the case of mail, three days after deposit in the postal system, first class postage prepaid, or (c) in the case of overnight delivery, the next business day after deposit with such delivery service. The Grantor may change its address by written notice to Lender.

Grantor's address: 5101 Wheelis, Suite 210
Memphis, Tennessee 38117
Attention: R.D. Greene

With a copy to: Bass Berry Sims, PLC
100 Peabody Place, Suite 1300
Memphis, Tennessee 38103
Attention: Richard Spore

Lender's address: FirstBank
6482 Poplar Avenue
Memphis, Tennessee 38119
Attention: Bill Harter

With a copy to: Glankler Brown, PLLC
6000 Poplar, Suite 400
Memphis, Tennessee 38119
Attention: J. William Pierce, Jr.

16. Termination. Upon the satisfaction of all of the Obligations, the security interests granted hereby shall terminate and all rights to the Collateral, shall revert to the Grantor. Upon any such termination, Lender shall reassign and redeliver any Collateral then held by or for Lender, if any, and execute and deliver to the Grantor, at the Grantor's expense, such documents and Uniform Commercial Code termination statements as it shall reasonably request to evidence such termination.

17. Integration. This Security Agreement represents the agreement of the Grantor with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the Loan Agreement.

18. Governing Law. This Security Agreement and the rights and obligations of the Grantor under this Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee (except to the extent that Delaware law or any other law governs the perfection of the security interest granted herein).

19. Submission to Jurisdiction; Waivers. The Grantor hereby irrevocably and unconditionally:

FINAL

A. submits for itself and its property in any legal action or proceeding relating to this Security Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of Tennessee, the courts of the United States of America for the Western District of Tennessee and appellate courts from any thereof;

B. consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

C. agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Grantor at its address set forth herein or at such other address of which Lender shall have been notified pursuant thereto;

D. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

E. agrees that a final nonappealable judgment in such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law.

20. Acknowledgments. The Grantor hereby acknowledges that:

A. it has been advised by counsel in the negotiation, execution and delivery of this Security Agreement and the other loan documents to which it is a party;

B. Lender has no fiduciary relationship to the Grantor, and the relationship between Lender, on one hand, and Grantor on the other hand, is solely that of debtor and creditor; and

C. no joint venture exists between Lender and the Grantor.

21. Waivers of Jury Trial. THE GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

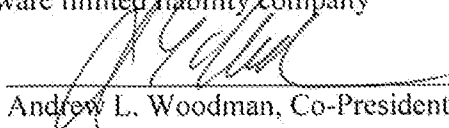
[Signatures follow on separate page]

SIGNATURE PAGE
TO
SECURITY AGREEMENT

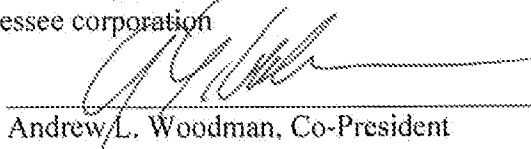
IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

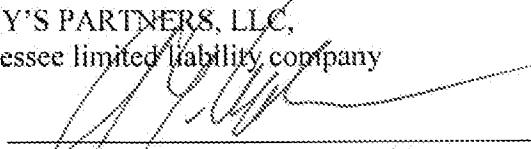
DOBBS FOOD DISTRIBUTION, LLC,
a Delaware limited liability company

By: 
Andrew L. Woodman, Co-President

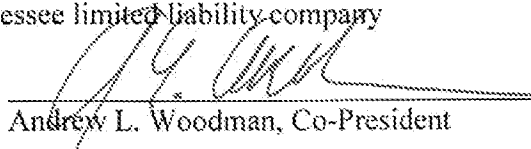
NEW POPLAR, INC.,
a Tennessee corporation

By: 
Andrew L. Woodman, Co-President

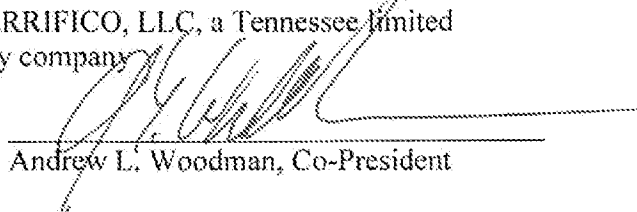
CORKY'S PARTNERS, LLC,
a Tennessee limited liability company

By: 
Andrew L. Woodman, Co-President

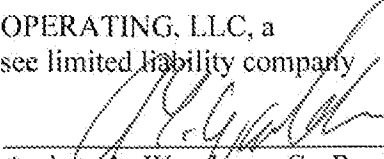
CORKY'S FOOD MANUFACTURING, LLC,
a Tennessee limited liability company

By: 
Andrew L. Woodman, Co-President

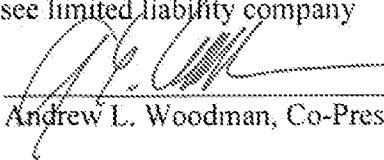
EL-TERRIFICO, LLC, a Tennessee limited
liability company

By: 
Andrew L. Woodman, Co-President

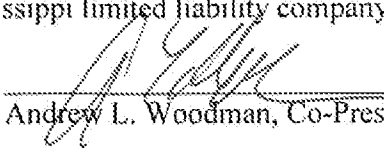
A & B OPERATING, LLC, a
Tennessee limited liability company

By: 
Andrew L. Woodman, Co-President

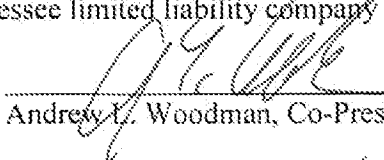
CORKY'S CATERING & CONCESSIONS, LLC, a
Tennessee limited liability company

By: 
Andrew L. Woodman, Co-President

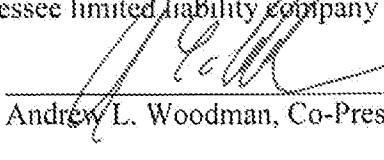
CORKYS OLIVE BRANCH OPERATING LLC,
a Mississippi limited liability company

By: 
Andrew L. Woodman, Co-President

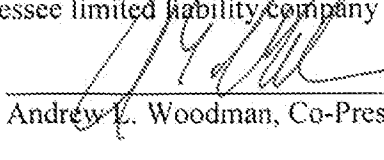
CORKY'S COLLIERVILLE OPERATING, LLC,
a Tennessee limited liability company

By: 
Andrew L. Woodman, Co-President

CORPORATE HQ, LLC,
a Tennessee limited liability company

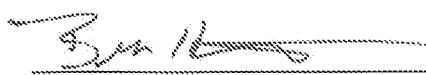
By: 
Andrew L. Woodman, Co-President

CORKYS OUTLETS, LLC,
a Tennessee limited liability company

By: 
Andrew L. Woodman, Co-President

LENDER:

FIRSTBANK,
a Tennessee banking corporation

By: 
Bill Harter, Senior Vice President