

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM497464

| | | | |
|---|-------------------------------|---------------------------------------|--|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Madison Capital Funding LLC, as Resigned Agent | | 11/08/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Shrayne Capital LLC, as agent | | |
| Street Address: | 23011 Laguna Point Drive | | |
| City: | Katy | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77450 | | |
| Entity Type: | Corporation: TEXAS LLC TEXAS | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75766793 | FATZ CAFE | |
| Serial Number: | 76484281 | FATZ | |
| Serial Number: | 76484283 | FATZ CAFE | |
| Serial Number: | 77067056 | WHERE EVERYONE'S A REGULAR | |
| Serial Number: | 77067093 | WHERE EVERYONE'S A REGULAR. | |
| Serial Number: | 78620995 | WORLD FAMOUS CALABASH CHICKEN | |
| Serial Number: | 85589076 | SHORT STACKS FOR BIG CHANGE | |
| Serial Number: | 85590049 | TAVERN 24 | |
| Serial Number: | 85590142 | TAVERN 24 | |
| Serial Number: | 85597610 | FATZ | |
| Serial Number: | 85615321 | TABLEFIELDS | |
| Serial Number: | 85680515 | TABLEFIELDS | |
| Serial Number: | 85680538 | TABLEFIELDS MARKET KITCHEN | |
| Serial Number: | 85680567 | TABLEFIELDS GREAT FOOD, LOCAL ROOTS | |
| Serial Number: | 85680577 | TABLEFIELDS MARKET KITCHEN | |
| Serial Number: | 85680590 | TABLEFIELDS. GREAT FOOD. LOCAL ROOTS. | |
| Serial Number: | 85680614 | | |
| Serial Number: | 85774405 | T24 | |

OP \$465.00 75766793

CORRESPONDENCE DATA**Fax Number:**

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: 803-227-1127**Email:** mcampolong@robinsongray.com**Correspondent Name:** Mary Campolong**Address Line 1:** 1310 Gadsden St.**Address Line 4:** Columbia, SOUTH CAROLINA 29201

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Mary M. Campolong |
|---------------------------|-------------------|

| | |
|-------------------|---------------------|
| SIGNATURE: | /Mary M. Campolong/ |
|-------------------|---------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 11/08/2018 |
|---------------------|------------|

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment"), dated as of November 8, 2018, is by MADISON CAPITAL FUNDING LLC, a Delaware limited liability company (individually, "Madison Capital"), acting in its capacity as the retiring agent (in such capacities, the "Retiring Agent") and SHRAYNE CAPITAL LLC, a Texas limited liability company (individually, "Shrayne Capital"), acting in its capacity as the current and successor agent (in such capacity, the "Successor Agent") on behalf of the Lenders (defined below).

RECITALS:

A. Cafe Enterprises, Inc., a South Carolina corporation ("Cafe Enterprises"), as "Grantor", and Retiring Agent are parties to that certain Trademark Security Agreement, dated as of March 21, 2014, and filed with the United States Patent and Trademark Office on March 24, 2014 at Reel 5242, Frame 0046 (as the same has been and may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement") in connection with certain trademarks set forth on Exhibit A hereto. All capitalized terms used herein will have the respective meanings ascribed thereto in the Agreement unless otherwise defined herein.

B. Pursuant to that certain Agreement Regarding Agency Resignation, Appointment and Acceptance, dated as of September 24, 2018 (the "Resignation Agreement"), by and among Cafe Enterprises, as "Borrower" thereunder, Cafe Holdings Corp., CE Sportz LLC and CES Gastonia LLC, collectively, as "Loan Parties" thereunder, Madison Capital, as the "Retiring Agent" and a "Lender" thereunder, and Shrayne Capital, as "Successor Agent" and a "Lender" thereunder, Retiring Agent assigned to Successor Agent all of its rights, benefits, powers and duties under, among other documents, the Agreement, in each instance, in its capacity as "Agent" under the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent, without recourse, representation or warranty, hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.

This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument. Delivery of this Assignment may be accomplished by electronic facsimile reproduction ("FAX") or via electronic mail via .PDF ("PDF"). If FAX or PDF delivery is utilized, such FAX or PDF version shall have the same force and effect as an original.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MADISON CAPITAL FUNDING LLC,
a Delaware limited liability company

By: 

Name: _____

K Bolack

Title: _____

MD

[Signature Page]

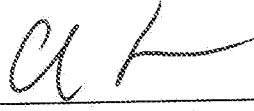
Assignment of Trademark Security Agreement

TRADEMARK

REEL: 006491 FRAME: 0311

SUCCESSOR AGENT:

SHRAYNE CAPITAL LLC,
a Texas limited liability company

By: 
Name: Christopher J. Schroen
Title: Sole Member

[Signature Page]

Assignment of Trademark Security Agreement

#61411903

TRADEMARK
REEL: 006491 FRAME: 0312


EXHIBIT A
to
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS




U.S. FEDERAL (Registrations)
Cafe Enterprises, Inc.

| Mark | Reg. No. | Reg. Date | Class(es) |
|--|-----------|--------------------|-----------|
| FATZ | 2,764,091 | September 16, 2003 | 43 |
| FATZ (Stylized)  | 4,370,767 | July 23, 2013 | 43 |
| FATZ CAFE | 2,764,092 | September 16, 2003 | 43 |
| FATZ CAFE and Design  | 2,362,158 | June 27, 2000 | 42 |
| SHORT STACKS FOR BIG CHANGE | 4,341,027 | May 28, 2013 | 36, 43 |
| T24 (Stylized)  | 4,468,770 | January 21, 2014 | 43 |
| TABLEFIELDS. GREAT FOOD. LOCAL ROOTS. | 4,481,904 | February 11, 2014 | 43 |
| TABLEFIELDS  | 4,491,764 | March 4, 2014 | 43 |
| TABLEFIELDS MARKET KITCHEN | 4,495,561 | March 11, 2014 | 43 |
| TABLEFIELDS MARKET KITCHEN and Design  | 4,491,887 | March 4, 2014 | 43 |
| TAVERN 24 | 4,348,908 | June 11, 2013 | 43 |

[Exhibit A]
Assignment of Trademark Security Agreement

| | | | |
|---|-----------|----------------|----|
| TAVERN 24 | | | |
| TAVERN 24 and Design  | 4,348,909 | June 11, 2013 | 43 |
| WHERE EVERYONE'S A REGULAR | 3,600,822 | April 7, 2009 | 43 |
| WHERE EVERYONE'S A REGULAR. (Stylized) | 3,600,823 | April 7, 2009 | 43 |
| WORLD FAMOUS CALABASH CHICKEN | 3,237,012 | March 13, 2007 | 29 |

**U.S. FEDERAL (Pending Applications)
Cafe Enterprises, Inc.**

| Mark | Serial No. | Filing Date | Class(es) |
|---|------------|---------------|-----------|
| TABLEFIELDS and Design  TABLEFIELDS | 85/680515 | July 18, 2012 | 43 |
| TABLEFIELDS GREAT FOOD, LOCAL ROOTS and Design  TABLEFIELDS | 85/680567 | July 18, 2012 | 43 |
| Miscellaneous Design  | 85/680614 | July 18, 2012 | 43 |

[Exhibit A]
Assignment of Trademark Security Agreement

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