

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chicken Salad Chick		12/19/2018	Limited Liability Company: ALABAMA
SIMPLY SOUTHERN RESTAURANT GROUP, LLC		12/19/2018	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	3333 Peachtree Road		
Internal Address:	3rd floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3725129	THE CHICKEN SALAD CHICK	
Registration Number:	4205558	A SIMPLE CONCEPT, A SUPERB EXPERIENCE	
Registration Number:	4310357	CHICKEN SALAD CHICK	
Registration Number:	4831236	CRAVINGCREDITS	
Registration Number:	4931657	QUICK CHICK	
Registration Number:	5183388	LITTLE CHICKS	
Registration Number:	5183389	LITTLE CHICKS	
CORRESPONDENCE DATA			
Fax Number:	4048738501		
<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>			
Phone:	404 873 8500		
Email:	trademarks@agg.com		
Correspondent Name:	Arnall Golden Gregory LLP (MARY F. STIRL		
Address Line 1:	171 17th Street NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		

TRADEMARK

NAME OF SUBMITTER:	Mary Frances Stirling
SIGNATURE:	/Mary Frances Stirling/
DATE SIGNED:	12/21/2018
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2018, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 19, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrowers, the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, the Grantors is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

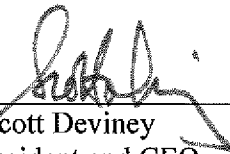
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

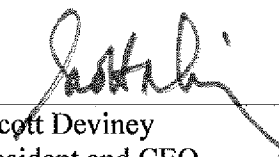
Very truly yours,

THE CHICKEN SALAD CHICK, an Alabama
limited liability company
as Grantor

By: 
Name: Scott Deviney
Title: President and CEO

(SEAL)

SIMPLY SOUTHERN RESTAURANT GROUP,
LLC, an Alabama limited liability company
as Grantor

By: 
Name: Scott Deviney
Title: President and CEO



(SEAL)

Acknowledged and Agreed to as
of the date first written:

SUNTRUST BANK
as Administrative Agent

By: Katharine Stapleton
Name: Katharine Stapleton
Title: Vice President

SCHEDULE I

<u>Name of Entity</u>	<u>Trademark</u>	<u>Registration Number/Serial Number</u>	<u>Registration Date/Filing Date</u>
THE CHICKEN SALAD CHICK		3725129/77736886	December 15, 2009/May 14, 2009
SIMPLY SOUTHERN RESTAURANT GROUP, LLC	A Simple Concept. A Superior Experience.	4205558/85533393	September 11, 2012/ February 3, 2012
SIMPLY SOUTHERN RESTAURANT GROUP, LLC		4310357/85533430	March 26, 2013/ February 3, 2012
SIMPLY SOUTHERN RESTAURANT GROUP, LLC	CravingCredits	4831236/86552633	October 13, 2015/ March 4, 2015
SIMPLY SOUTHERN RESTAURANT GROUP, LLC	Quick Chick	4931657/86673887	April 5, 2016/ June 25, 2015
SIMPLY SOUTHERN RESTAURANT GROUP, LLC	Little Chicks	5183388/ 87042319	April 11, 2017/ May 18, 2016
SIMPLY SOUTHERN RESTAURANT GROUP, LLC	<i>little chicks</i>	5183389/ 87042326	April 11, 2017/ May 18, 2016