

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674697

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900639887

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jim Laganke		01/24/2014	INDIVIDUAL:
Richard Rosen		01/24/2014	INDIVIDUAL:
STEWART'S ALL AMERICAN CORP.	FORMERLY STEWARTS ALL AMERICAN, LLC	01/24/2014	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	STEWARTS RESTAURANTS INCORPORATED
<b>Street Address:</b>	93 Fostertown Road
<b>City:</b>	Lumberton
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08048
<b>Entity Type:</b>	Corporation: NEW JERSEY
<b>Name:</b>	STEWARTS FRANCHISING SYSTEMS, LLC
<b>Street Address:</b>	93 Fostertown Road
<b>City:</b>	Lumberton
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08048
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Serial Number:</b>	72373342	STEWART'S
<b>Serial Number:</b>	77847267	STEWART'S
<b>Serial Number:</b>	87897989	STEWART'S

## 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.*

Email: aleks@klausnercook.com

Correspondent Name: Aleksandar Nikolic

Address Line 1: 409 Taughannock Blvd

TRADEMARK

<b>Address Line 4:</b>	Ithaca, NEW YORK 14850
<b>ATTORNEY DOCKET NUMBER:</b>	584
<b>NAME OF SUBMITTER:</b>	Aleksandar Nikolic
<b>SIGNATURE:</b>	/Aleksandar Nikolic/
<b>DATE SIGNED:</b>	09/15/2021

**Total Attachments: 16**

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## SECURITY AGREEMENT

**THIS AGREEMENT**, is made this 24<sup>th</sup> day of January, 2014 between Stewarts Restaurants Incorporated, a New Jersey Corporation and Stewarts Franchising Systems, LLC, a New Jersey limited liability company with an address of 93 Fostertown Road, Lumberton, New Jersey 08048, (hereinafter alternatively "Seller" or "Trademark Seller"); and Jim LaGanke, Richard Rosen, individually and Stewarts All American, LLC, a New Jersey limited liability company all with a business address of 36 Ames Avenue, Rutherford, New Jersey 07070 (hereinafter alternatively "Pledgor" or "Buyer").

### WITNESSETH:

**WHEREAS**, Buyer has agreed to purchase certain assets from Seller for the price and upon the terms set forth in a certain Asset Purchase Agreement dated as of January 17, 2104 (hereafter "Asset Purchase Agreement") and a condition of the sale is that Buyer shall provide Seller a first priority security interest in all Trademarks and Proprietary Marks (as that term is defined in the Asset Purchase Agreement between the parties hereto) now existing or hereafter created until all sums set forth in the Asset Purchase Agreement are paid in full.

**NOW, THEREFORE**, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**1. THE SECURITY.** The undersigned Pledgor hereby assigns and grants to the Trademark Seller a first priority security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

a) **Trademarks and Proprietary Marks.** All Trademarks and Proprietary Marks now existing and owned or hereafter created or acquired by the Buyer. Including but not limited to those marks set forth in Exhibit "A" annexed hereto.

**2. THE INDEBTEDNESS.** The Pledgor has agreed to certain installment payments to Seller in accordance with the terms set forth in the Asset Purchase Agreement and as those payment terms are therein defined. Each party obligated under any terms of the Asset Purchase Agreement is referred to in this Agreement as a "Buyer" or "Pledgor". "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Buyer or any one or more of them to the Seller.

**3. PLEDGOR'S COVENANTS.** The Pledgor represents, covenants and warrants that unless compliance is waived by the Trademark Seller in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor resides (if the Pledgor is an individual), or the Pledgor's chief executive office (if the Pledgor is not an individual) is located, in the state specified on the signature page hereof. In addition, the Pledgor (if not an individual or other unregistered entity), is incorporated in or organized under the laws of the state specified on such signature page. The Pledgor shall give the Trademark Seller at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgor will notify the Trademark Seller in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Trademark Seller in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise agreed, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Trademark Seller, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Trademark Seller.

(e) The Pledgor will promptly notify the Trademark Seller in writing of any event which affects the value of the Collateral, the ability of the Pledgor or the Trademark Seller to dispose of the Collateral, or the rights and remedies of the Trademark Seller in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve and defend, the Collateral, and any costs to perfect the Trademark Seller's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Trademark Seller at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Agreement. The Pledgor agrees to reimburse the Trademark Seller on demand for any Collateral Costs so incurred.

(g) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Trademark Seller; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

**4. POWER OF ATTORNEY.** The Pledgor irrevocably designates and appoints the Seller its true and lawful attorney with full power of substitution and revocation to execute, deliver, and record in the name of the Pledgor all financing statements, amendments, continuation statements, title certificate lien applications and other documents deemed by the Seller to be necessary or advisable to perfect or to continue the perfection of the security interests granted hereunder.

**5. DEFAULTS.** Any Default under any of the terms of the Asset Purchase Agreement and this Security Agreement or any other transaction documents constitute a default hereunder.

**6. TRADEMARK SELLER'S REMEDIES AFTER DEFAULT.** In the event of any Default, as defined by the Asset Purchase Agreement or herein, the Trademark Seller may do any one or more of the following, to the extent permitted by law:

(a) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(b) Use or transfer any of the Pledgor's rights and interests in any Proprietary Marks now owned or hereafter acquired by the Pledgor, if the Trademark Seller deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. Proprietary Marks includes but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(c) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(d) Take such measures as the Trademark Seller may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Trademark Seller as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(e) Exercise any other remedies available to the Trademark Seller at law or in equity or as otherwise permitted pursuant to the terms of the Asset Purchase Agreement or any other agreement between the parties. Those remedies include but are not limited to the automatic reconveyance of the collateral set forth on Exhibit "A".

## **7. MISCELLANEOUS**

a) Modifications and Acceptance. Any modification or rescission of this agreement shall be ineffective unless in writing and signed by the party against whom enforcement is sought. Notice of the acceptance of this agreement by secured party is hereby waived by Buyer.

b) Successors and Assigns. This agreement and all rights and liabilities hereunder shall be binding upon Buyer and its successors, assigns and legal representatives and shall inure to the benefit of secured party and its successors, assigns and legal representatives.

c) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, notwithstanding that if New Jersey law conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply. All disputes, except any action that may be necessary to compel turnover of collateral, shall be as set forth in the Asset Purchase Agreement.

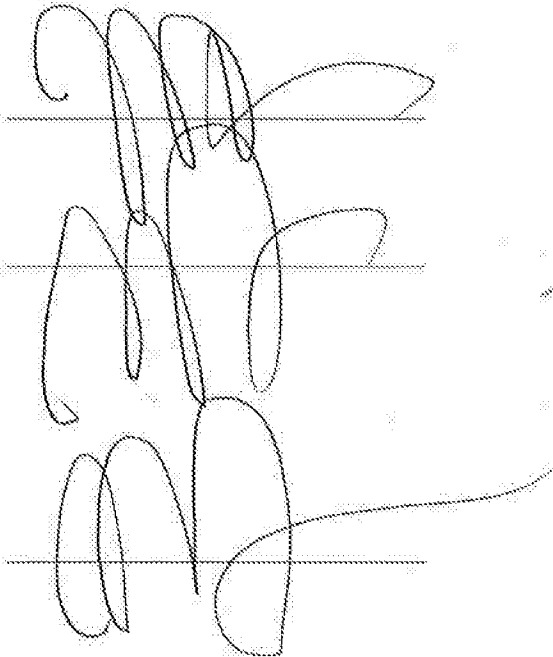
d) Captions. The captions or headings herein have been inserted solely for the convenience of reference and in no way define or limit the scope, intent or substance of any provision of this agreement. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

e) Definition. Any defined term used herein shall have the meaning as set forth in the Asset Purchase Agreement and if not defined therein shall have the meaning ascribed to it in the uniform commercial code in effect in the state of New Jersey, as hereinafter amended.

f) Invalidity of any Provision. If any provision (or portion thereof) of this security agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this security agreement or the application of such provision (or portion thereof) to any other person or circumstance shall be valid and enforceable to the fullest extent permitted by law.

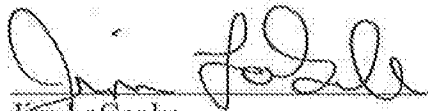
**IN WITNESS WHEREOF**, Pledgor has caused this security agreement to be executed effective as of the day and the year first above

**Witness:**

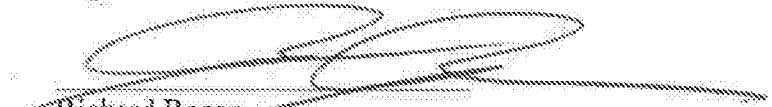


**PLEDGOR:**

Jim LaGanke and Richard Rosen, Individually



Jim LaGanke



Richard Rosen


Stewarts All American, LLC  
a New Jersey limited liability company

By:   
Managing Member

Trademarks

MARK	COUNTRY SERIAL NO. REG. NO.	GOODS AND SERVICES INTERNATIONAL CLASSES)	STATUS
STEWART'S®	United States Filed: 10/13/2009 SN: 77847267 RN: 3,784,741	Franchising services, namely, technical assistance in the establishment and operation of franchised fixed location and trailer restaurants International Class 35 Basis: 1(a) First Use Date: 2009-10-02 First Use in Commerce Date: 2009-10-02	REGISTERED 5/4/2010
STEWART'S®	United States Filed: 10/14/1970 SN: 72373342 RN: 935,505	Drive-in restaurant services International Class 42 Basis: 1(a) First Use Date: 1930-08-08 First Use in Commerce Date: 1930-08-08	REGISTERED 6/6/1972 7/7/2011 THE sent e-mail to M. Fessler re Notice of Acceptance of Renewal 6/24/2011 Notice of Acceptance of Renewal mailed 6/6/2011 Renewal filed

U.S. Copyrights

TITLE OF WORK	AUTHOR	DATE OF REGISTRATION	REGISTRATION NUMBER
STEWART'S Car Rep (Waitress Image)	Designs by James, LLC	5/5/2009	VA 1-668-592
	Year of Completion: 2009 1 <sup>st</sup> Publication Date: 4/14/2009 Nation of 1 <sup>st</sup> Pub.: US Author Created: 2-12 artwork Work for hire: Yes Citizen of United States Domiciled in: United States Copyright Claimant: Stewart's Restaurants Incorporated 93 Forchertown Road, Lumberton, NJ 08045 Transfer Statement: By written agreement		

4. Escrow Agreement



## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT**, dated as of January 24, 2014, by and between Jim LaGanke, Richard Rosen and Stewarts All American, LLC (the "Borrower" or "Buyer") and Stewarts Franchise Systems, LLC and Stewarts Restaurants Incorporated (the "Lender" or "Seller") and Frieri & Conroy, LLC through John R. Frieri, Esq. (the "Escrow Agent"). The parties hereto agree as follows:

**1. Background.** The Borrower, pursuant to the Promissory Note, dated January 24, 2014 and an Asset Purchase Agreement, dated January 17, 2014 (collectively, the "Loan Documents") purchased certain assets of the Seller including but not limited to certain Trademarks and Copyrights. As a condition of the purchase the Seller maintains a secured first purchase money lien interest in the Trademarks and Copyrights (the "Collateral") until payment in full has been rendered.

**2. Failure to Pay.** Buyer is obligated to make certain payments pursuant to the terms of the Loan Documents. Failure to make any such payments is a Default as defined therein. Upon a Default the Collateral is to be automatically reconveyed to Seller.

**3. Collateral Transfer.** The reconveyance of the Collateral is to be accomplished by the release of the Trademark Assignment and Copyright Assignment being held in escrow pursuant to this Agreement, copies of which are annexed hereto.

**4. Notice.** Notice of Default shall be given to the Escrow Agent by Seller or Buyer. Said notice shall not be sent to Escrow Agent until all time periods to cure as set forth in the Loan Documents have passed and no further right to cure exists pursuant to the terms of the Loan Documents.

**5. Release of Collateral.** Upon receipt of said notice the Escrow Agent shall immediately release the Trademark Assignment and the Copyright Assignment to the Seller. Upon release of the Trademark Assignment and the Copyright Assignment as set forth herein, Escrow Agent's duties hereunder shall be deemed to have been satisfied.

**6. Release of Escrow Agent.** Buyer and Seller hereby waive any claim that they may have now or in the future against the Escrow Agent. Said waiver of claims applies in all situations except for the commission of an intentional tortuous act by the Escrow Agent. For the absence of doubt it is agreed and understood that the presentation to Escrow Agent of a false notice to release the Collateral does not create a cause of action against the Escrow Agent in the event that the Collateral is released by the Escrow Agent.

**7. Automatic Termination.** Upon full payment of all sums due pursuant to the terms of the Loan Documents this Agreement and the Trademark Assignment and Copyright Assignment annexed hereto shall automatically be extinguished and of no further legal force or effect. As such and at such time it shall be rendered completely null and void.

**8. Waiver of Conflict.** Buyer hereby acknowledges that Escrow Agent is counsel to Seller. Buyer waives any and all claims of conflict of interest against Escrow Agent. Further, Buyer shall in no way seek to prevent Escrow Agent from ever acting as counsel to Seller in any future action to enforce the terms of the Loan Documents or any other agreements that may exist between the parties. Buyer is represented by counsel.

**9. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of New Jersey without giving effect to principles of conflict of laws.

**10. Dispute Resolution.** In the event of any dispute under this Agreement, such dispute shall first be mediated (the "Mediation") within thirty (30) days from the date a written request for mediation is made by one party to the other party hereto. The Mediation shall take place in Cranford, New Jersey, and shall be conducted before a single mediator to be agreed upon by the parties. If the parties cannot agree upon the choice of mediator, each party shall choose a mediator, and the two mediators will then select a third mediator, and the third mediator will conduct the mediation. Each party shall bear the fees and expenses of its mediator (if applicable), and both parties shall equally bear the fees and expenses of the final mediator. The decision of the mediator shall be final and binding on the parties.

**11. Notices.** All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below (or to such other addresses as a party may designate by notice hereunder), and shall be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent via facsimile with confirmation of receipt:

If to Licensor: Jim LaGanke, Richard Rosen and Stewarts All American, LLC  
36 Ames Avenue  
Rutherford, New Jersey 07070

With a copy to: Robert G. Androsiglio, Esq.  
Powell & Roman, LLC  
40 Wall Street; 28<sup>th</sup> Floor  
New York, New York 10005  
Facsimile: (212) 742-0005

If to Licensee: Stewarts Restaurants Incorporated  
and Stewarts Franchising Systems, LLC  
93 Fostertown Road  
Lumberton, New Jersey 08048  
Attention: Michael Fessler  
Facsimile: (609) 261-5255

With a copy to: Frieri & Conroy, LLC  
777 Walnut Avenue  
Cranford, New Jersey 07016  
Attention: John Frieri, Esq.  
Facsimile: (908) 653-9101

All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by facsimile, as of the date and time the transmission is complete. The address of any party herein may be changed at any time by written notice to the other party.

**12. Entire Agreement.** This Agreement (including the documents annexed hereto) embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

**13. Modifications and Amendments.** The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

**14. Assignment.** Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other party.

**15. Parties in Interest.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

**16. Severability.** In the event any court or other decision-maker shall finally determine that any provision, or portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court or decision maker determines it enforceable, and as so limited shall remain in full force and effect. In the event that such court or other decision-maker shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

**17. Interpretation.** The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

18. Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Paragraph Headings, Pronouns, Plurals and Numbers. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity or the context may require. Whenever in this Agreement words indicating the plural number appear, such words shall be considered as words indicating the singular number and vice versa where the context indicates the propriety of such use.

20. Further Assurances. Seller and Buyer shall execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time, in order to effectuate the provisions herein. The parties shall cooperate with each other and with their respective counsel in connection with any steps to be taken as a part of their respective obligations under this Agreement.

21. Definitions and Conflicting Terms. For the absence of doubt any and all definitions not specifically set forth herein shall retain the meaning ascribed to such term as set forth in the Asset Purchase Agreement. To the extent that there are any terms set forth herein that in any way conflict with or confuse or call into question or doubt any of the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

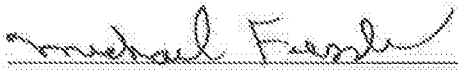
22. Escrow Agent Signature. It is understood and agreed that the Escrow Agent's signature on this Agreement is an indication of his agreement to be bound to the terms of this Agreement only in so far as the holding and release of the Collateral is concerned. Escrow Agent has no additional duties or responsibilities to abide by or be subject to any other terms of the Agreement.

ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE


IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the day and year first above written.

**SELLER:**

STEWART'S FRANCHISE SYSTEMS, LLC  
A New Jersey Limited Liability Company

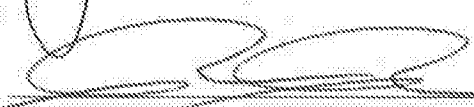
By:   
Name: Michael Fessler  
Title: As President of Stewarts ~~Rest-Beer~~  
Restaurants Incorporated the Sole Member

STEWART'S RESTAURANTS INCORPORATED  
A New Jersey Corporation

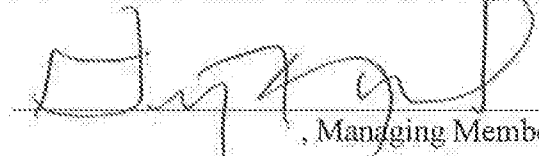
By:   
Name: Michael Fessler  
Title: President

**BUYER:**


JIM LaGANKE AND RICHARD ROSEN

STEWARTS ALL AMERICAN, LLC  
A New Jersey Limited Liability Company

  
, Managing Member

Escrow Agent per Paragraph 22

  
Frieri & Conroy, LLC  
By: John R. Frieri, Esq.

5. Trademark Assignment (to be held in escrow)

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of January 24, 2014, is made and entered into by and among STEWARTS RESTAURANTS INCORPORATED, a New Jersey corporation (the "Assignee"), and JIM LaGANKE, RICHARD ROSEN and STEWARTS ALL AMERICAN, LLC, individually (the "Assignor") (each a "Party", and collectively, the "Parties"). Unless otherwise defined herein, capitalized terms used in this Trademark Assignment shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

### BACKGROUND:

The Assignee (and Stewarts Franchising Systems, LLC, collectively with the Assignee referred to herein as the "Seller") and the Assignor are parties to that certain Asset Purchase Agreement, dated as of January 17, 2014 ("Asset Purchase Agreement"), pursuant to which the Assignor has agreed to make certain payments pursuant to the terms of the Asset Purchase Agreement and the Promissory Note to the Assignee.

As a condition to the Closing, the Parties agreed to enter into this Trademark Assignment pursuant to which the Assignor will assign to the Assignee all of the Assignor's right, title and interest in, to and under all of the Assignor's registered and unregistered trademarks, including the registered trademarks and trademark applications listed on Schedule A attached hereto (collectively, the "Trademarks").

### AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of the Default pursuant to the terms of the Asset Purchase Agreement, assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Trademarks, together with the whole of the goodwill of the business pertaining thereto, with the same rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations to issue all registrations from any applications for registration of the Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that they will not execute any writing or do any act whatsoever conflicting with this Trademark Assignment, and that

the Assignor will, upon the request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, solely to act for and in their behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

4. Governing Law. This Trademark Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State and all disputes that may arise hereunder pursuant to the terms as set forth in the Asset Purchase Agreement.

5. Amendment; Waiver. None of the provisions of this Trademark Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Relation to the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, covenants and obligations contained in the Asset Purchase Agreement or the survival thereof.

7. Counterparts. This Trademark Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

8. Exercise Only Upon Default. For the absence of doubt this Trademark Assignment is to be released from escrow and filed with the Patent and Trademark Office or any other appropriate office for filing only upon a default, as that term is defined, by Assignor herein pursuant to the terms of the Asset Purchase Agreement or the Promissory Note. In such an event this Agreement shall be released from escrow to Assignee and ownership of the Trademarks listed on Exhibit A shall be transferred back to Assignee, Stewarts Restaurants Incorporated.

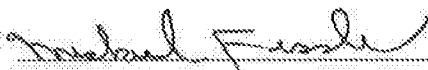
[SIGNATURE PAGE FOLLOWS]



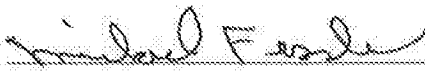
IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered by their respective duly authorized officers on the date first written above.

**ASSIGNEE:**

STEWART'S FRANCHISE SYSTEMS, LLC  
A New Jersey Limited Liability Company

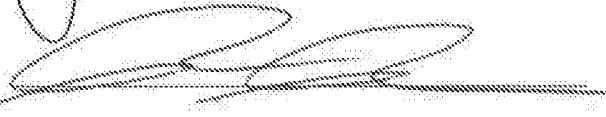
By:   
Name: Michael Fessler  
Title: As President of Stewarts ~~Root-Beer~~  
Restaurants Incorporated the Sole Member

STEWART'S RESTAURANTS INCORPORATED  
A New Jersey Corporation


By:   
Name: Michael Fessler  
Title: President and Sole Shareholder

**ASSIGNOR:**

JIM LaGANKE AND RICHARD ROSEN

STEWARTS ALL AMERICAN, LLC  
A New Jersey Limited Liability Company

  
, Managing Member

Schedule A  
Trademarks

MARK	COUNTRY SERIAL No. REG. No.	GOODS AND SERVICES INTERNATIONAL CLASS(es)	STATUS
STEWART'S®	United States Filed: 10/13/2009 SN: 77847267 RN: 3,784,741	Franchising services, namely, technical assistance in the establishment and operation of franchised fixed location and trailer restaurants International Class 35 Basis: 1(a) First Use Date: 2009-10-02 First Use in Commerce Date: 2009-10-02	REGISTERED 5/4/2010
STEWART'S®	United States Filed: 10/14/1970 SN: 72373342 RN: 935,505	Drive-in restaurant services International Class 42 Basis: 1(a) First Use Date: 1930-00-00 First Use in Commerce Date: 1930-00-00	REGISTERED 6/6/1972 7/7/2011 TEEB sent e-mail to M. Fessler re Notice of Acceptance of Renewal 6/24/2011 Notice of Acceptance of Renewal mailed 6/6/2011 Renewal filed