

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Capital Contribution Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CBOCS General Partnership		07/30/2004	PARTNERSHIP: MICHIGAN

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CBOCS Michigan, Inc.
<b>Street Address:</b>	45525 N. I-94 Service Road
<b>City:</b>	Belleville
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48111
<b>Entity Type:</b>	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	1142958	CRACKER BARREL OLD COUNTRY STORE
Registration Number:	1550323	OLD FASHIONED COUNTRY CANDIES
Registration Number:	1575813	
Registration Number:	1931274	CRACKER BARREL OLD COUNTRY STORE
Registration Number:	2003067	CRACKER BARREL BREAKFAST IN THE COUNTRY
Registration Number:	2003068	CRACKER BARREL GOOD COUNTRY COOKIN'
Registration Number:	2020561	CRACKER BARREL BREAKFAST IN THE COUNTRY
Registration Number:	2020562	CRACKER BARREL GOOD COUNTRY COOKIN'
Registration Number:	2034882	CRACKER BARREL OLD COUNTRY STORE
Registration Number:	2213197	CRACKER BARREL OLD COUNTRY STORE NEIGHBORHOOD
Registration Number:	2255408	
Registration Number:	2260787	CRACKER BARREL OLD COUNTRY STORE
Registration Number:	2334313	OLD FASHIONED COUNTRY FIXIN'S
Registration Number:	2334314	OLD FASHIONED COUNTRY FIXIN'S

OP \$815.00 1142958

Registration Number:	2371991	
Registration Number:	2561809	THE CRACKER BARREL'S COUNTRY BOY BREAKFAST
Registration Number:	2570054	UNCLE HERSCHEL'S FAVORITE
Registration Number:	2588285	GRANDPA'S COUNTRY FRIED BREAKFAST
Registration Number:	2604521	SUNRISE SAMPLER
Registration Number:	2607720	WHERE COMFORT MEETS FOOD
Registration Number:	2621037	HALF RESTAURANT HALF STORE ALL COUNTRY
Registration Number:	2621038	HALF RESTAURANT HALF STORE ALL COUNTRY
Registration Number:	2697764	ORIGINAL CRACKER BARREL OLD COUNTRY STORE CAST IRON
Registration Number:	2801065	MUSIC CATALOGUE CRACKER BARREL OLD COUNTRY STORE
Registration Number:	2830012	GOOD COUNTRY COOKING FOR TRAVELERS AND NEIGHBORS ALIKE
Serial Number:	78180875	DESTINATIONS OF CHOICE
Serial Number:	78180885	DESTINATIONS OF CHOICE
Serial Number:	78341277	SERVING BREAKFAST ALL DAY. EVERY DAY. FOR TRAVELERS AND NEIGHBORS ALIKE
Serial Number:	78341293	GOOD COUNTRY COOKIN' FOR TRAVELERS AND NEIGHBORS ALIKE
Serial Number:	78482327	MOMMA'S PANCAKE BREAKFAST
Serial Number:	78482333	MOMMA'S FRENCH TOAST BREAKFAST
Serial Number:	78482339	SMOKEHOUSE BREAKFAST

**CORRESPONDENCE DATA**

Fax Number: (513)977-8141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 513-977-8564  
Email: joshua.lorentz@dinslaw.com  
Correspondent Name: Joshua A. Lorentz  
Address Line 1: c/o Dinsmore & Shohl  
Address Line 2: 255 E. 5th St.  
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Joshua A. Lorentz
Signature:	/joshua a lorentz/
Date:	12/30/2004

Total Attachments: 2  
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**TRADEMARK**  
**REEL: 002999 FRAME: 0748**



### CAPITAL CONTRIBUTION AGREEMENT

THIS CAPITAL CONTRIBUTION AGREEMENT (the "Agreement") is made as of this 30<sup>th</sup> day of July, 2004, by and between CBOCS West, Inc., a Nevada corporation ("West"), and CBOCS Michigan, Inc., a Michigan corporation ("Michigan").

#### Background

- A. Michigan is the wholly-owned subsidiary of West.
- B. West and Michigan are the only partners in CBOCS General Partnership, a Michigan general partnership (the "Partnership").
- C. West and Michigan have agreed that West will irrevocably assign, transfer and convey to Michigan, as a capital contribution to Michigan, one hundred percent (100%) of its partnership interest in the Partnership, which assignment, transfer and conveyance shall automatically dissolve the Partnership without further action, in exchange for 100 shares of common stock in Michigan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, West and Michigan agree as follows:

- 1. West hereby irrevocably assigns, transfers and conveys to Michigan, as a capital contribution to Michigan, one hundred percent (100%) of its partnership interest in and to the Partnership, including without limitation, its right to receive income in connection with the business and operation of the Partnership, effective as of the date of this Agreement.
- 2. Michigan hereby accepts such assignment, transfer and conveyance from West and shall issue to West 100 shares of common stock in exchange for the assignment of the partnership interest in the Partnership.
- 3. As a result of the assignment of the partnership interest from West to Michigan, the parties acknowledge and agree that the Partnership is hereby automatically dissolved without further action and that Michigan shall assume all assets, rights, liabilities and duties associated with the Partnership as of the date of this Agreement. Furthermore, Michigan shall indemnify and hold West harmless from and against any and all claims, damages and liabilities associated with the Partnership as of the date of this Agreement.
- 4. Michigan shall take all actions necessary to distribute all assets of the Partnership to Michigan and to ensure that any records of file with the Michigan Secretary of State and the Michigan Department of Revenue and with the Nevada Secretary of State and the Nevada Department of Revenue evidence the dissolution and termination of the Partnership, and all assets and liabilities associated with such actions shall be assumed by Michigan.

[Signatures contained on next page.]

Oct-08-2004 04:11pm From-Baker Donelson - Nashville

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

CBOCS West, Inc.

By: [Signature]  
Name: Christopher Monigle  
Title: Vice President

CBOCS Michigan, Inc.

By: [Signature]  
Name: Ursula Y. Holmes  
Title: President