

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The S&Q Shack, LLC		01/14/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Shane's Rib Shack, LLC		
Street Address:	1801 Peachtree St., Suite 160		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78875280	BIG DAD	
Registration Number:	3155891	IT'S GONNA GET MESSY	
Registration Number:	0850359	SHANE'S	
Registration Number:	3294431	SHANE'S RIB SHACK	
Registration Number:	3243302	SHANE'S RIB SHACK	
Registration Number:	3477093	SHANE'S RIB SHACK	
CORRESPONDENCE DATA			
Fax Number:	(312)251-5732		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.368.4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	Mark I. Feldman c/o DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		

CH \$165.00 78875280

ATTORNEY DOCKET NUMBER:	362022-000003
NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/Mark Feldman/
Date:	01/21/2009
Total Attachments: 3 source=Rib Shack Assignment of Intellectual Property#page1.tif source=Rib Shack Assignment of Intellectual Property#page2.tif source=Rib Shack Assignment of Intellectual Property#page3.tif	

EXHIBIT D

ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY (“Assignment”) is made as of January 14, 2009, by and among The S&Q Shack, LLC, a Georgia limited liability company (the “Contributor” or “Assignor”) and Shane’s Rib Shack, LLC, a Delaware limited liability company (the “Operating Company” or “Assignee”).

RECITAL

Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), by and among Assignor, Assignee and RSPS Holdings, LLC, a Delaware limited liability company (“Holdings”), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to acquire from Assignor the Contributed Assets (as defined in the Contribution Agreement), including without limitation, Business Intellectual Property of Assignor. Pursuant to the Contribution Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of the Contributed Assets. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contribution Agreement.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of Assignor’s Business Intellectual Property.

NOW, THEREFORE, Assignor, for and in exchange for the consideration provided in the Contribution Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of Assignor’s Business Intellectual Property.

The terms of the Contribution Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern with respect to Assignor and Assignee.

Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

THE S&Q SHACK, LLC

By: [Signature]
Name: Daryl Dollinger
Title: President

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

14th The foregoing instrument was sworn to, subscribed and acknowledged before me this 14th day of January, 2009, by **DARYL DOLLINGER**, as President of **THE S&Q SHACK, LLC**, a Georgia limited liability company, on behalf of the company.



[Signature]
(Print Name: Megan Hutchison)
NOTARY PUBLIC, State of Georgia
Commission # N/A
My Commission Expires: May 4, 2010
 Personally Known OR Produced I.D.
[check one of the above]
Type of Identification Produced: N/A

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNEE:

SHANE'S RIB SHACK, LLC

By: 

Name: Bret Eldridge

Title: Chief Operating Officer and Secretary