

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shane's Rib Shack, LLC		01/14/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	AIP - Shack/Planet, LLC
Street Address:	2000 Morris Avenue
Internal Address:	Suite 1200
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA

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: (205)254-1999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202541179
 Email: ebranum@maynardcooper.com
 Correspondent Name: Emily Branum
 Address Line 1: 1901 Sixth Avenue North
 Address Line 2: Suite 2400

OP \$165.00 78875280

Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER: Emily Branum

Signature: /emily branum/

Date: 01/22/2009

Total Attachments: 6
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated January 14, 2009 is between **PLANET SMOOTHIE, LLC**, a Delaware limited liability company, **SHANE'S RIB SHACK, LLC**, a Delaware limited liability company and **RSPS HOLDINGS, LLC**, a Delaware limited liability company (herein jointly and severally called the "Borrower," whether one or more), and **AIP - SHACK/PLANET, LLC**, an Alabama limited liability company (the "Lender ").

Recitals

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Borrower has requested that the Lender extend Credit to the Borrower under the Credit Documents. To secure the Obligations, and to induce the Lender to extend Credit to the Borrower under the Credit Documents, the Borrower has agreed to execute and deliver this Agreement to the Lender.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and to induce the Lender to extend Credit to the Borrower under the Credit Documents, the Borrower agrees with the Lender as follows:

ARTICLE 1

Rules of Construction and Definitions

SECTION 1.1 Rules of Construction. This Agreement is subject to the rules of construction set forth in the Credit Agreement described in Exhibit A.

SECTION 1.2 Definitions. As used in this Agreement, capitalized terms that are not otherwise defined herein have the meanings defined for them in the Credit Agreement described in Exhibit A and the following terms are defined as follows:

(a) Unless otherwise defined herein, terms used in this Agreement that are defined in Article 9 of the Alabama Uniform Commercial Code (the "UCC") have the meanings defined for them therein.

(b) Account Debtor includes any buyer or lessee of Inventory from the Borrower, any customer for whom services are rendered or materials furnished by the Borrower, any other person obligated to the Borrower on an Account and all "account debtors" as defined in Article 9 of the UCC.

and payments now or hereafter due and/or payable under and with respect to any patents or patent applications, including, without limitation, damages and payments for past and future infringements, (6) rights to sue for past, present and future infringements of patents, (7) all goodwill of the business connected with the use of, and symbolized by, such patents and patent applications, and (8) all rights corresponding to any of the foregoing throughout the world.

(ae) **Permitted Contest** means any appropriate proceeding conducted in good faith by the Borrower to contest any tax, assessment, charge, Lien or similar claim, during the pendency of which proceeding the enforcement of such tax, assessment, charge, Lien or claim is stayed; provided that the Borrower has set aside on its books adequate cash reserves to assure the payment of any such tax, assessment, charge, Lien or claim.

(af) **Permitted Encumbrances** any Liens and other matters affecting title to the Property that are described in **Exhibit C** and any Permitted Liens (as such is defined in the Credit Agreement).

(ag) **Person** (whether or not capitalized) includes natural persons, sole proprietorships, corporations, trusts, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, limited liability companies and Governmental Authorities.

(ah) **Property** is defined in Section 2.1.

(ai) **Security Documents** means all Credit Documents that now or hereafter grant or purport to grant to the Lender any guaranty, collateral or other security for any of the Obligations.

(aj) **Tangible Property** means all Equipment, Fixtures, Inventory and other tangible personal property of the Borrower.

(ak) **Trademark Collateral** means, collectively, the Trademark Licenses, the Trademarks and all proceeds thereof, together with the Borrower's right, title, interest, claims and demands for past and future infringements of the Trademarks and Trademark Licenses.

(al) **Trademark Licenses** means any and all license agreements relating to Trademarks between Borrower and any other Person, whether Borrower is a licensor or licensee under such license agreements, including, without limitation, those license agreements listed on **Schedule C** attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all items now or hereafter owned by the Borrower or covered by such license agreements.

(am) **Trademarks** means one or all of the following now owned or hereafter acquired by Borrower or in which Borrower now has or hereafter acquires any rights: (1) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in

any similar office or agency of any State of the United States or any other country or any political subdivision thereof, including those listed on Schedule B, (2) the goodwill symbolized by any of the foregoing, (3) any and all licenses of trademarks, service marks, trade names and/or trade styles, whether as licensor or licensee, (4) any extensions, renewals and continuations of any and all trademarks, service marks, trade names, trade styles and/or licenses of any of the foregoing, (5) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof, (6) rights to sue for past, present and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (7) all rights corresponding to any of the foregoing throughout the world.

ARTICLE 2

Security Agreement

SECTION 2.1 Granting Clauses. As security for the Obligations, the Borrower hereby pledges and grants to the Lender security title to and a continuing security interest in and a lien on, all of the Borrower's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of the Borrower, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts and Contracts of the Borrower;
- (c) all General Intangibles of the Borrower;
- (d) all Patent Collateral, Trademark Collateral and Copyright Collateral of the Borrower;
- (e) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (f) all moneys of the Borrower, all Deposit Accounts of the Borrower in which such moneys may at any time be on deposit or held, all investments or securities of the Borrower in which such moneys may at any time be invested and all certificates, instruments and documents of the Borrower from time to time representing or evidencing any such moneys;
- (g) all Investment Property of the Borrower;
- (h) all of the Borrower's technology, intellectual property, proprietary information, data, applications, source codes, algorithms, models, formulations, analytical techniques, processes, computer programs, interfaces, ideas, designs, concepts, discoveries, findings, inventions (whether or not patentable), know-how, methods, developments, SOPs, protocols,

SCHEDULE B

**Patents, Patent Applications, Trademarks, Trademark Applications, Copyrights, and
Copyright Applications Owned by Planet Smoothie, LLC**

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
U.S.	ANTI- OXIDANT BLAST	75/793197	09/07/1999	2426478	02/06/2001	5
U.S.	ANTI-STRESS BLAST	75/793183	09/07/1999	2426477	02/06/2001	5
U.S.	BOOSTER BLAST	75/914195	02/08/2000	2426885	02/06/2001	5
U.S.	FAST FUEL	75/893041	01/10/2000	2868211	08/03/2004	35
U.S.	PLANET EATS	78/365420	02/10/2004			32
U.S.	PLANET LIVING	76/323441	10/09/2001	2714463	05/06/2003	5
U.S.	PLANET SMOOTHIE	74/702296	07/17/1995	2469892	07/17/2001	35
U.S.	PLANET SMOOTHIE	75/186977	10/24/1996	2360991	06/27/2000	32
U.S.	PLANET SMOOTHIE THE BEST TASTING SMOOTHIE ON THE PLANET! & Design	75/530821	08/04/1998	2560830	04/16/2002	32 and 35
U.S.	PROTEIN BLAST	75/703573	05/14/1999	2456712	06/05/2001	5
U.S.	THE BEST TASTING SMOOTHIE ON THE PLANET!	76/068934	06/12/2000	2473487	07/31/2001	32 and 35
U.S.	TIN CUP MAN INSIDE EARTH DESIGN	75/528664	07/31/1998	2310931	01/25/2000	32 and 35
U.S.	WELCOME TO THE PLANET!	75/794008	09/07/1999	2454648	05/29/2001	35
U.S.	WHAT'S YOUR SMOOTHIE?	78/220362	02/28/2003	2988020	08/23/2005	32 and 35
U.S.	WOMEN'S ONLY BLAST	76/011437	03/28/2000	2484776	09/04/2001	5

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Schedule B-1

**TRADEMARK
REEL: 003923 FRAME: 0738**

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
U.S.	WORKOUT BLAST	78/705631	05/14/1999	2513820	12/04/2001	5
State of Georgia, U.S.	PLANET SMOOTHIE			T17063	03/20/1998	32
State of Georgia, U.S.	PLANET SMOOTHIE			S17015	03/20/1998	43
Mexico	PLANET LIVING	542475	04/10/2002	766326	10/31/2002	5
Bahrain (application)	PLANET SMOOTHIE	53771	02/21/2007			43
Egypt	PLANET SMOOTHIE	196567	02/15/2007			43
Jordan	PLANET SMOOTHIE	91160	03/01/2007	91160	11/13/2007	42
Kuwait (application)	PLANET SMOOTHIE	83263	02/17/2007			42
Oman (application)	PLANET SMOOTHIE	43764	02/25/2007			43
Qatar	PLANET SMOOTHIE	43408	03/01/2007	43408	06/30/2008	42
Saudi Arabia	PLANET SMOOTHIE	113648	02/19/2007	950/77	10/21/2007	43
United Arab Emirates (application)	PLANET SMOOTHIE	91420	03/07/2007			43

TRADE NAME
SPAZZ

Patents, Patent Applications, Trademarks, Trademark Applications, Copyrights, and Copyright Applications Owned by Shane's Rib Shack, LLC

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
U.S.	BIG DAD*	78/875280	5/3/2006			30
U.S.	IT'S GONNA GET MESSY	76/650522	11/17/2005	3155891	10/17/2006	43
U.S.	SHANE'S	72/250036	7/11/1966	0850359	6/4/1968	100
U.S.	SHANE'S RIB SHACK	76/609491	8/31/2004	3294431	9/18/2007	43
U.S.	SHANE'S RIB SHACK &	76/650819	11/17/2005	3243302	5/22/2007	43

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Schedule B-2

**TRADEMARK
REEL: 003923 FRAME: 0739**

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
	CIRCLE LOGO (color)					
U.S.	SHANE'S RIB SHACK & DESIGN (color)	76/627423	1/10/2005	3477093	7/29/2008	43
State of Georgia, U.S.	SHANE'S RIB SHACK & DESIGN			S22107	5/20/2005	43
Bahrain (application)	SHANE'S	52239	12/20/2006			43
Egypt	SHANE'S	195110	12/21/2006	195110	7/31/2008	43
Jordan	SHANE'S	89134	11/26/2006	89134	11/26/2006	42
Oman	SHANE'S	42579	11/27/2006	42579	12/11/2007	43
Qatar	SHANE'S	42476	12/17/2006	42476	4/23/2008	42
Saudi Arabia	SHANE'S	111216	11/19/2006	929/85	7/1/2007	43
United Arab Emirates (application)	SHANE'S	88174	12/5/2006			43
Kuwait (application)	SHANE'S RIB SHACK	81404	11/26/2006			42

*BIG DAD, SN 78875280. This is a pending application for which a non-final office action issued on August 7, 2008, rejecting the application based upon a prior registration for BIG DADDY BACON CHEESEBURGER for cheeseburger sandwiches sold through restaurants. A response to the office action is due February 7, 2009. The law firm of Fox Rothschild in Pittsburgh is handling this application.

Patents, Patent Applications, Trademarks, Trademark Applications, Copyrights, and Copyright Applications Owned by RSPS Holdings, LLC

None.

Domain Names Owned by Planet Smoothie, LLC

Domain Name	Registrar	Expiration Date
planetsmoothie.com	Network Solutions, LLC	September 24, 2013

Domain Names Owned by Shane's Rib Shack, LLC

Domain Name	Registrar	Expiration Date
shanescaters.com	GoDaddy.com, Inc.	April 9, 2012
catersshanes.com	GoDaddy.com, Inc.	April 9, 2012
shanesribshack.com	Network Solutions, LLC	March 13, 2013