

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment to Credit Agreement and Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shane's Rib Shack, LLC		12/31/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	AIP-Shack/Planet, LLC		
Street Address:	2000 Morris Avenue; Ste. 1200		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77768131	SHACK CREW	
Serial Number:	77805668	SHACK SALAD	
CORRESPONDENCE DATA			
Fax Number:	(205)714-6360		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205-254-1185		
Email:	tryan@maynardcooper.com		
Correspondent Name:	Lee Sheppard		
Address Line 1:	1901 Sixth Avenue North; Ste 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	10326-0003		
NAME OF SUBMITTER:	Lee Sheppard		
Signature:	/lsheppard/		

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 REEL: 004230 FRAME: 0803**

Date:

06/24/2010

Total Attachments: 7

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JOINDER AGREEMENT, AMENDMENT TO CREDIT AGREEMENT AND AMENDMENT TO SECURITY AGREEMENT

This Joinder Agreement, Amendment to Credit Agreement and Amendment to Security Agreement (this "Joinder") is made as of this 31st day of December, 2009 by and among **SHANE'S RIB SHACK, LLC**, a Delaware limited liability company ("Shane's"), **PLANET SMOOTHIE, LLC**, a Delaware limited liability company ("Planet Smoothie") and **RSPS HOLDINGS, LLC**, a Delaware limited liability company ("RSPS", together with Shane's and Planet Smoothie, the "Existing Borrowers," and each individually, an "Existing Borrower"), **PETRUS BRANDS, LLC**, a Delaware limited liability company ("Petrus"), **SHANE'S CUMBERLAND, LLC**, a Georgia limited liability company ("Cumberland"), **PLANET SMOOTHIE PEACH, LLC**, a Georgia limited liability company ("Peach"), and **BH SHACK, LLC**, a Georgia limited liability company ("BH", together with Petrus, Cumberland and Peach, the "New Borrowers," and each individually a "New Borrower," and together with the Existing Borrowers, the "Borrowers"), and **AIP - SHACK/PLANET, LLC**, a Delaware limited liability company ("Lender").

RECITALS

WHEREAS, Existing Borrowers and Lender are parties to that certain Credit Agreement dated as of January 14, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Existing Borrowers established certain financing arrangements with Lender;

WHEREAS, the Credit Agreement and all instruments, documents and agreements executed in connection therewith, or related thereto in each case, as amended, restated, supplemented or otherwise modified from time to time, as listed on Exhibit A hereto, are referred to herein collectively as the "Credit Documents."

WHEREAS, as of the date hereof, RSPS has formed and is the sole member of Petrus;

WHEREAS, as of the date hereof, RSPS has contributed all of the issued and outstanding membership units of Planet Smoothie and Shane's to Petrus pursuant to that certain Contribution Agreement between RSPS and Petrus dated of even date herewith (the "Contribution Agreement");

WHEREAS, as of the date hereof, Petrus is the sole member of Planet Smoothie and Shane's;

WHEREAS, as of the date hereof, Planet Smoothie has formed and is the sole member of Peach;

WHEREAS, as of the date hereof, Shane's has formed and is the sole member of both Cumberland and BH; and

WHEREAS, New Borrowers are now affiliated with Existing Borrowers and, in recognition of the benefits and privileges thereunder, New Borrowers and Existing Borrowers have requested that New Borrowers be permitted to join into the Credit Documents as if they were original signatories thereto and Lender has so consented subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual agreements set forth herein, the parties hereto, intending to be legally bound, promise and agree as follows:

1. Terms. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Credit Agreement or any of the other Credit Documents.

Richmond, VA 23221
Attention: J. Rice Edmonds

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022-4611
Attention: W. Brian Raftery
By facsimile: 212-446-4900

(2) Lender
By hand:

2000 Morris Avenue
Suite 1200
Birmingham, AL 35203

By mail:

2000 Morris Avenue
Suite 1200
Birmingham, AL 35203

By facsimile:

(205) 488-4310

7. Amendments to the Exhibit and Schedules to the Credit Agreement and the Exhibits and Schedules to the Security Agreement. The Exhibit and all of the Schedules to the Credit Agreement shall be deleted in their entirety and amended and restated as provided in Exhibit B attached hereto. All of the Exhibits and Schedules to that certain Security Agreement, dated as of January 14, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by Borrower in favor of the Lender, shall be deleted in their entirety and amended and restated as provided in Exhibit C attached hereto.

8. Material Contracts. The Borrowers hereby represent and warrant that the transactions described in the Contribution Agreement (a) do not require consent or approval by any of the parties to the material Contracts set forth in Exhibit B to the Security Agreement and (b) will not cause a breach, default or event of default under any of the material Contracts set forth in Exhibit B to the Security Agreement.

9. Effectiveness Conditions. This Joinder shall be effective and each of the New Borrowers shall be deemed a Borrower under the Credit Agreement and Credit Documents upon completion of the following conditions precedent (all documents to be in form and substance satisfactory to Lender and Lender's counsel):

- (a) Execution and delivery of this Joinder;
- (b) Execution and delivery of the Allonge to Term Note 1 (the "Note 1 Allonge") and the Allonge to Term Note 2 (the "Note 2 Allonge" together with the Note 1 Allonge, the "Allonges");
- (c) Filing of UCC-1 financing statements against New Borrowers in all jurisdictions which Lender may deem appropriate;
- (d) Filing of UCC-3 financing statement amendments against the Existing Borrowers in Delaware;

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.	CHANGING THE WAY THE PLANET EATS!	77/808112	08/19/2009			32 and 43
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 PRO	77/721987	04/24/2009			05 and 32
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.	PLANET SOUP	77/666064	02/09/2009			29
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	75/794008	09/07/1999	2454648	05/29/2001	35

Schedule B

	PLANET!					
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
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

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
Bahrain	PLANET SMOOTHIE	53771	02/21/2007	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	PLANET SMOOTHIE	43764	02/25/2007	43764	04/13/2008	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	PLANET SMOOTHIE	91420	03/07/2007	90346	07/14/2008	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.	IT'S GONNA GET MESSY	76/650522	11/17/2005	3155891	10/17/2006	43
U.S.	SHACK	77/768131	06/25/2009			

Schedule B

	CREW					
U.S.	SHACK SALAD	77/805668	08/17/2009			29
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 & CIRCLE LOGO (color)	76/650819	11/17/2005	3243302	5/22/2007	43
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	SHANE'S	52239	12/20/2006	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

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

None.

Patents, Patent Applications, Trademarks, Trademark Applications, Copyrights, and Copyright Applications Owned by Petrus Brands, LLC

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Class
U.S.	PETRUS BRANDS	77/641567	13/30/2008			43

Domain Names Owned by Planet Smoothie, LLC

Domain Name	Registrar	Expiration Date
planetsmoothie.com	Network Solutions, LLC	September 24, 2014
cupman.net	GoDaddy.com, Inc.	April 24, 2014
cupmanmovie.com	GoDaddy.com, Inc.	April 24, 2014
cupmanmovie.net	GoDaddy.com, Inc.	April 24, 2014

Schedule B

myplanetliving.com	GoDaddy.com, Inc.	November 5, 2014
myplanet-living.com	GoDaddy.com, Inc.	September 15, 2011
myplanetliving.net	GoDaddy.com, Inc.	November 5, 2014
planet-living.com	GoDaddy.com, Inc.	September 15, 2014
planetliving.net	GoDaddy.com, Inc.	September 10, 2014
planet-living.net	GoDaddy.com, Inc.	September 15, 2012
planet-livingstore.com	GoDaddy.com, Inc.	September 15, 2011
smoothiekidz.com	GoDaddy.com, Inc.	September 17, 2014

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, 2014
ownashanes.com	GoDaddy.com, Inc.	July 7, 2012
own-a-shanes.com	GoDaddy.com, Inc.	July 7, 2012
ownashanesribshack.com	GoDaddy.com, Inc.	July 7, 2012
own-a-shanesribshack.com	GoDaddy.com, Inc.	July 7, 2012

Domain Names Owned by Petrus Brands, LLC

Domain Name	Registrar	Expiration Date
petrasbrands.com	GoDaddy.com, Inc.	December 19, 2013
petrasbrands.net	GoDaddy.com, Inc.	December 19, 2010
petrusbrands.com	GoDaddy.com, Inc.	December 29, 2011
petrusbrands.net	GoDaddy.com, Inc.	December 29, 2011

EXHIBIT C

Amended and Restated Security Agreement Exhibits and Schedules

See attached.

EXHIBIT C

01771204.2

RECORDED: 06/24/2010

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