

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
Captain D's Holdings, Inc.		03/29/2006	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2778
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1661241	CAPTAIN D'S
Registration Number:	1649084	
Registration Number:	2223344	
Registration Number:	1130154	
Registration Number:	1029628	
Registration Number:	1151309	A GREAT LITTLE SEAFOOD PLACE
Registration Number:	2911208	AQUA AGENTS
Registration Number:	1029629	CAPTAIN D'S
Registration Number:	2558642	CAPTAIN D'S PLEASE
Serial Number:	78604819	CAPTAIN'S JUMBO CHICKEN TENDERS
Registration Number:	2567223	D'S FREEZE
Registration Number:	2958789	HOMESTYLE CRUNCHY
Registration Number:	1341166	LIGHTEN UP
Registration Number:	1492731	LITTLE MATE'S MEAL

OP \$465.00 1661241

Registration Number:	2911209	SEAFOOD HARVEST
Serial Number:	78385962	SHRIMP DIPPERS
Registration Number:	2911210	SHRIMP SHAKERS
Registration Number:	1654602	THE GREAT LITTLE SEAFOOD PLACE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0060
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/26/2006

Total Attachments: 7
source=CapDtSI#page1.tif
source=CapDtSI#page2.tif
source=CapDtSI#page3.tif
source=CapDtSI#page4.tif
source=CapDtSI#page5.tif
source=CapDtSI#page6.tif
source=CapDtSI#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 29, 2006 is made by Captain D's Holdings, Inc., a Tennessee corporation, located at 1717 Elm Hill Pike, Suite A-1, Nashville, Tennessee 37210 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 South Dearborn Street, 19th Floor, Chicago, IL 60603-2003, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among F&C Restaurant Holding Co., a Delaware corporation and parent of the Obligor ("F&C"), and Sagittarius Restaurants LLC, a Delaware limited liability company and parent of the Obligor (the "Borrower"), the Lenders, the Agent, Wells Fargo Bank, N.A. and GE Antares Capital Corporation, as Co-Documentation Agents, and Credit Suisse Securities (USA) LLC, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, F&C, the Borrower, the Obligor, and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 29, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of such Obligor's right, title and interest in, to and under the United States Trademarks and United States Trademark Licenses (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment and performance when due of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CAPTAIN D'S HOLDINGS, INC.

By: Ronald R. Powell
Name: Ronald R. Powell
Title: President

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Lenders

by



Name: Robert Mendoza

Title: Vice President

Date: April 25, 2006

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003317 FRAME: 0668

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

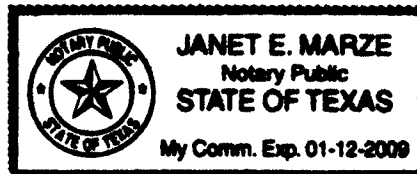
STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 25~~th~~ day of April, 2006, before me personally came Robert Mendoza, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.








Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

Captain D's Holdings, Inc. – U.S. Trademark Applications and Registrations

Mark	App. No. App. Date	Reg. No. Reg. Date
	74/097,031 09/14/1990	1,661,241 10/15/1991
	74/025,485 02/05/1990	1,649,084 06/25/1991
	75/240,396 02/12/1997	2,223,344 02/09/1999
	73/173,784 06/09/1978	1,130,154 01/29/1980
	73/048,529 04/04/1975	1,029,628 01/06/1976
A GREAT LITTLE SEAFOOD PLACE	73/195,717 12/06/1978	1,151,309 04/14/1981
AQUA AGENTS	78/342,619 12/18/2003	2911208 12/14/2004
CAPTAIN D'S	73/048,531 04/04/1975	1,029,629 01/06/1976
CAPTAIN D'S PLEASE	76/252,801 05/04/2001	2,558,642 04/09/2002
CAPTAIN'S JUMBO CHICKEN TENDERS	78/604819 04/08/2005	
D'S FREEZE	76/252,802 05/04/2001	2,567,223 05/07/2002
HOMESTYLE CRUNCHY	78/342,621 12/18/2003	2,958,789 05/31/2005
LIGHTEN UP	73/496,365 08/24/1984	1,341,166 06/11/1985
LITTLE MATE'S MEAL	73/689,660 10/14/1987	1,492,731 06/14/1988
SEAFOOD HARVEST	78/342,631 12/18/2003	2,911,209 12/14/2004
SHRIMP DIPPERS	78/385,962 03/17/2004	
SHRIMP SHAKERS	78/342,640 12/18/2003	2,911,210 12/14/2004
THE GREAT LITTLE SEAFOOD PLACE	74/096,876 10/14/1990	1,654,602 08/20/1991