

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interests in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/24/2011	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Cajun Funding Corp.
Street Address:	980 Hammond Drive NE, Suite 1100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2599311	BIG PIECES, LITTLE PRICES
Registration Number:	2542246	TENDER STRIPS
Registration Number:	2917888	KRISPY TENDER STRIPS
Registration Number:	2054436	JALAPENO CHEESE BOMBERS
Registration Number:	3519711	CHURCH'S CHICKEN
Registration Number:	3519703	CHURCH'S
Registration Number:	3537579	TEXAS CHICKEN SINCE 1952
Registration Number:	3558244	"I KNOW WHAT GOOD IS"
Registration Number:	1915306	CHURCHS CHICKEN
Registration Number:	2721849	CHURCH'S CHICKEN SINCE 1952
Registration Number:	2811725	FULL POCKETS
Registration Number:	2811744	FULL FLAVOR FULL POCKETS FULL LIFE
Registration Number:	2880250	CREAMY JALAPENO MAYO
Registration Number:	2824086	HONEY MUSTARD

TRADEMARK

900184924

REEL: 004486 FRAME: 0364

CH \$740.00 2599311

Registration Number:	2870449	PURPLE PEPPER SAUCE
Registration Number:	2824084	RANCH
Registration Number:	2824085	SWEET & SOUR SUGAR
Registration Number:	3317179	SPICY CHICKEN
Registration Number:	3370199	GOTTA HAVE THAT CRUNCH
Registration Number:	3370198	WE'VE GOT THE CRUNCH
Registration Number:	1471070	CHURCH'S CHICKEN
Registration Number:	1918270	CHURCHS CHICKEN
Registration Number:	2824083	BARBECUE
Registration Number:	3729022	CHURCH'S PARTNERS FOUNDATION, INC.
Registration Number:	3653765	CHURCH'S CHICKEN SINCE 1952
Serial Number:	77333802	CRUNCH
Serial Number:	77575840	CHURCH'S PARTNERS FOUNDATION
Serial Number:	77647411	TEXAS DRUMSTICKS
Serial Number:	77724708	YOU KNOW WHAT GOOD IS.

CORRESPONDENCE DATA

Fax Number: (212)492-0603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: lsilber@paulweiss.com, aashville@paulweiss.com
Correspondent Name: Lindsay N. Silber
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	11191-197
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	02/24/2011

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of February 24, 2011 (the "Trademark Security Release"), is made by Bank of America, N.A., as administrative agent for the banks and other financial institutions (collectively, the "Lenders") party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent"), in favor of Cajun Funding Corp. ("Guarantor"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Security Agreement (as is defined below).

WHEREAS, Church's Holding Corp., Church's Acquisition Corp., and Borrower entered into a certain Credit Agreement dated as of August 4, 2009 with the Lenders, the Administrative Agent, and Wells Fargo, as L/C Issuer (as defined in the Credit Agreement), which provides for the availability of certain loan and credit facilities to the Borrower upon the terms and subject to the conditions set forth therein (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, as a condition to the extension of credit to the Borrower under the Credit Agreement, Pledgors (including Guarantor) executed and delivered that certain Security Agreement dated as of August 4, 2009, made in favor of the Administrative Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, Guarantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, among other Pledged Collateral, all of Guarantor's Intellectual Property Collateral, including all of its Trademarks and Goodwill, and all Proceeds of each of the foregoing (other than Excluded Property) (collectively, the "Trademark Collateral");

WHEREAS, as a condition of the Security Agreement, Guarantor executed and delivered that certain Trademark Security Agreement dated as of August 4, 2009 made by and between Guarantor and the Administrative Agent (the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 5, 2009 on Reel/Frame 4037/0781;

WHEREAS, in accordance with a Payoff Letter by and between Bank of America, N.A., as Administrative Agent and Cajun Operating Company (the "Release") dated on or about the date of this Trademark Security Release and given by the Administrative Agent, the Obligations secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Administrative Agent therefore desires to release terminate, discharge, and convey its Lien and security interest in and to the Trademark Collateral and grant all of its right, title, and interest in the Trademark Collateral to Guarantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent and Guarantor hereby agree as follows:

1. The Administrative Agent hereby releases, terminates, discharges, grants, and conveys to Guarantor the Administrative Agent's Lien on, security interest in, and any other right, title, or interest of any kind or nature in, to, or under the Trademark Collateral, including without limitation the Trademarks listed on Schedule 1 attached hereto.
2. The Administrative Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Guarantor's expense, the Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.
3. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.
4. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its choice of law rules that would result in the application of the laws of another jurisdiction.

[Signature Page Follows]

ACKNOWLEDGMENT

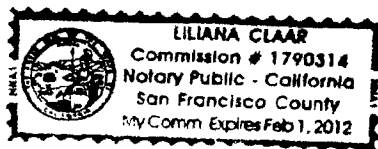
State of California
County of SAN FRANCISCO

On FEBRUARY 18, 2011 before me, LILIANA CLAR, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ANGELA LAU
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Liliana Claar (Seal)

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

[NOTARIZATION REQUIRED]

BANK OF AMERICA, N.A., in its capacity
as Administrative Agent

By _____
Name:
Title:

CAJUN FUNDING CORP.

By *L. Profumo*
Name: Louis J. Profumo
Title: EVP & CFO

Patricia Lynn Dye



SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Cajun Funding Corp	2599311	BIG PIECES, LITTLE PRICES
Cajun Funding Corp	2542246	TENDER STRIPS
Cajun Funding Corp	2917888	KRISPY TENDER STRIPS
Cajun Funding Corp	2054436	JALAPENO CHEESE BOMBERS
Cajun Funding Corp	3519711	CHURCH'S CHICKEN
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Cajun Funding Corp	3537579	TEXAS CHICKEN SINCE 1952 & Design
Cajun Funding Corp	3558244	"I KNOW WHAT GOOD IS"
Cajun Funding Corp	1915306	CHURCHS CHICKEN & Design
Cajun Funding Corp	2721849	CHURCH'S CHICKEN SINCE 1952 & Design
Cajun Funding Corp	2811725	FULL POCKETS & Design
Cajun Funding Corp	2811744	FULL FLAVOR FULL POCKETS FULL LIFE
Cajun Funding Corp	2880250	CREAMY JALAPENO MAYO & Design
Cajun Funding Corp	2824086	HONEY MUSTARD & Design
Cajun Funding Corp	2870449	PURPLE PEPPER SAUCE & Design
Cajun Funding Corp	2824084	RANCH & Design
Cajun Funding Corp	2824085	SWEET AND SOUR SUGAR & Design
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Cajun Funding Corp	2824083	BARBECUE & Design
Cajun Funding Corp	3729022	CHURCH'S PARTNER FOUNDATION, INC. & Design*
Cajun Funding Corp	3653765	CHURCH'S CHICKEN SINCE 1952*

** Listed as a Trademark Application on Schedule 1 of the Trademark Security Agreement; has since issued as a registered Trademark*

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Cajun Funding Corp	77/333802	CRUNCH (Stylized)
Cajun Funding Corp	77/575840	CHURCH'S PARTNERS FOUNDATION
Cajun Funding Corp	77/647411	TEXAS DRUMSTICKS & Design
Cajun Funding Corp	77/724708	YOU KNOW WHAT GOOD IS.

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