

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newk's Franchise Company, LLC		03/24/2014	LIMITED LIABILITY COMPANY: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Regions Bank, as Collateral Agent		
Street Address:	3050 Peachtree Road NW		
Internal Address:	Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85851407	NEWK'S EATERY	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	029925-137		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	03/24/2014		
Total Attachments: 4			
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TRADEMARK

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of March 24, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Regions Bank, as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and a right to set off against the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
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See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
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See Schedule 1 attached hereto

The undersigned Obligor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

NEWK'S FRANCHISE COMPANY, LLC

By: 

Name: Chris Newcomb

Title: Chief Executive Officer

Acknowledged and Accepted:

REGIONS BANK, as Collateral Agent

By: _____

Name:

Title:

TRADEMARK NOTICE

TRADEMARK
REEL: 005243 FRAME: 0151

The undersigned Obligor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

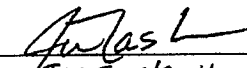
Very truly yours,

NEWK'S FRANCHISE COMPANY, LLC

By: _____
Name:
Title:

Acknowledged and Accepted:

REGIONS BANK, as Collateral Agent

By: 
Name: JAKE NASH
Title: MANAGING DIRECTOR

TRADEMARK NOTICE

TRADEMARK
REEL: 005243 FRAME: 0152

Schedule 1

**Newk's Franchise Company, LLC
(Mississippi Limited Liability Company)**

U.S. Trademark

Pending Application

Mark	Appl. No.	Filing Date
NEWK'S EATERY	85851407	02/15/13

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