

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AFC Enterprises, Inc. | | 05/11/2005 | CORPORATION: MINNESOTA |

| | |
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| RECEIVING PARTY DATA | |
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent |
| Street Address: | 270 Park Avenue |
| Internal Address: | 5th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | National Bank: |

PROPERTY NUMBERS Total: 51

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------------|
| Registration Number: | 1107575 | |
| Registration Number: | 1112389 | |
| Registration Number: | 1112390 | |
| Registration Number: | 1107576 | |
| Registration Number: | 1107609 | |
| Registration Number: | 2010357 | AFC |
| Registration Number: | 2215059 | AFC ENTERPRISES |
| Registration Number: | 2215069 | AFC ENTERPRISES |
| Registration Number: | 2362931 | AFC ON-LINE |
| Serial Number: | 78092368 | CAJUN CRAVERS |
| Registration Number: | 2508131 | CAJUN KITCHEN A POPEYES CREATION |
| Registration Number: | 2787618 | CAJUN OUR WAY |
| Registration Number: | 1371596 | CAJUN SPARKLE |

OP \$1290.00 1107575

| | | |
|----------------------|----------|--|
| Serial Number: | 78037737 | CRAVE APPEAL |
| Registration Number: | 2830920 | EDUCAJUN |
| Registration Number: | 2091908 | FRANCHISOR OF CHOICE |
| Registration Number: | 2217602 | LOUISIANA MILD |
| Registration Number: | 1116753 | LOVE THAT CHICKEN! |
| Registration Number: | 1257959 | LOVE THAT CHICKEN FROM POPEYES |
| Registration Number: | 2217601 | NEW ORLEANS SPICY |
| Registration Number: | 1481990 | ORIGINAL NEW ORLEANS FLAVOR |
| Registration Number: | 1087882 | PFC |
| Serial Number: | 78155462 | PO-BOYS TO GEAUX GEAUX |
| Registration Number: | 1021254 | POPEYES |
| Registration Number: | 1030944 | POPEYES |
| Registration Number: | 1121699 | POPEYES |
| Registration Number: | 1121096 | POPEYES |
| Registration Number: | 1552225 | POPEYES |
| Registration Number: | 1267567 | POPEYES |
| Registration Number: | 1551239 | POPEYES |
| Serial Number: | 78092380 | POPEYES CAJUN CRAVERS |
| Registration Number: | 2242910 | POPEYES CHICKEN & BISCUITS |
| Registration Number: | 2095493 | POPEYES CHICKEN & BISCUITS |
| Registration Number: | 2000592 | POPEYES CHICKEN & BISCUITS |
| Registration Number: | 2000593 | POPEYES CHICKEN & BISCUITS |
| Registration Number: | 2451764 | POPEYES CHICKEN & BISCUITS FOOD WITH ATTITUDE! |
| Registration Number: | 1257958 | POPEYES FAMOUS FRIED CHICKEN |
| Registration Number: | 1257702 | POPEYES FAMOUS FRIED CHICKEN |
| Registration Number: | 1378568 | POPEYES FAMOUS FRIED CHICKEN & BISCUITS |
| Registration Number: | 2398299 | POPEYES FOOD WITH ATTITUDE |
| Serial Number: | 78389923 | POPEYES NAKED CHICKEN |
| Registration Number: | 1337289 | RON'S KRISPY FRIED CHICKEN |
| Registration Number: | 1823416 | SEAFOOD CELEBRATION |
| Registration Number: | 1517337 | SPICY SPRINKLE |
| Registration Number: | 1583074 | SUPER POPEYES |
| Registration Number: | 1563625 | SWEET HEAT |
| Registration Number: | 2017585 | THE NEW AGE OF OPPORTUNITY |
| Serial Number: | 78433842 | TIB'S GRILL |

| | | |
|----------------------|---------|-------------------|
| Registration Number: | 2427208 | VOYAGER MEAL |
| Registration Number: | 2423641 | VOYAGER MEAL |
| Registration Number: | 2681443 | WE DO GOOD BA-YOU |

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive
 Address Line 2: Suite 2000
 Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Rhonda DeLeon |
| Signature: | /Rhonda DeLeon/ |
| Date: | 05/17/2005 |

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 11, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by **AFC ENTERPRISES, INC.**, a Minnesota corporation (the "Grantor") in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent for the Secured Parties (in such capacity, as "Collateral Agent") (as defined in the Credit Agreement).

WHEREAS, the Grantor has entered into a Second Amended and Restated Credit Agreement, dated as of May 9, 2005 (as amended, supplemented, amended and restated, replaced or otherwise modified from time to time, (the "Credit Agreement"), with the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and J.P. Morgan Securities Inc., as Sole Bookrunner and Lead Arranger.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of May 11 2005, in favor of the Collateral Agent (as amended, supplemented, amended and restated, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement

SECTION 2. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income,

royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(c) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(d) any and all proceeds of the foregoing.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

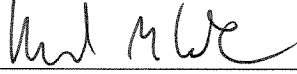
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

AFC ENTERPRISES, INC.

By: 
Name: Harold M. Cohen
Title: Vice President and Assistant Secretary

(signatures continue on next page)

JPMORGAN CHASE BANK, N.A.,
As Collateral Agent



By:  _____



Name: **H. DAVID JONES**
Title: **VICE PRESIDENT**

Schedule 1

U.S. TRADEMARKS

| Mark | Application No. Filing Date | Registration No. Registration Date |
|---|--------------------------------|---------------------------------------|
|  | 73/120,542 03/28/77 | 1,107,575 11/28/78 |
|  | 73/120,544 03/28/77 | 1,112,389 01/30/79 |
|  | 73/120,546 03/28/77 | 1,112,390 01/30/79 |
|  | 73/120,547 03/28/77 | 1,107,576 11/28/78 |
|  | 73/147,834 11/08/77 | 1,107,609 11/28/78 |
| AFC | 74/339,479 12/14/92 | 2,010,357 10/22/96 |
| AFC ENTERPRISES | 75/160,522 08/27/96 | 2,215,059 12/29/98 |
|  | 75/167,398 09/17/96 | 2,215,069 12/29/98 |
| AFC ON-LINE | 75/465,354 04/09/98 | 2,362,931 06/27/00 |
| CAJUN CRAVERS | 78/092,368 11/08/01 | pending |
| CAJUN KITCHEN A POPEYES CREATION | 75/980,706 06/02/98 | 2,508,131 11/13/01 |
| CAJUN OUR WAY | 78/129,484 05/17/02 | 2,787,618 11/25/03 |
| CAJUN SPARKLE | 73/535,680 05/03/85 | 1,371,596 11/19/85 |
| CRAVE APPEAL | 78/037,737 12/04/00 | pending |
| EDUCAJUN | 78/975,224 05/17/02 | 2,830,920 04/06/04 |
| FRANCHISOR OF CHOICE | 74/725,852 09/06/95 | 2,091,908 08/26/97 |

| Mark | Application No. Filing Date | Registration No. Registration Date |
|---|--------------------------------|---------------------------------------|
|  | 75/129,888 07/03/96 | 2,217,602 01/12/99 |
| LOVE THAT CHICKEN! | 73/162,713 03/17/78 | 1,116,753 04/17/79 |
| LOVE THAT CHICKEN FROM POPEYES | 73/162,712 03/17/78 | 1,257,959 11/15/83 |
|  | 75/129,885 07/03/96 | 2,217,601 01/12/99 |
| ORIGINAL NEW ORLEANS FLAVOR | 73/632,403 11/25/86 | 1,481,990 03/22/88 |
|  | 73/135,238 07/25/77 | 1,087,882 03/21/78 |
| PO-BOYS TO GEAUX GEAUX | 78/155,462 08/19/02 | Pending |
| POPEYES | 73/029,940 08/19/74 | 1,021,254 09/23/75 |
| POPEYES | 73/052,658 05/19/75 | 1,030,944 01/20/76 |
| POPEYES | 73/162,627 03/17/78 | 1,121,699 07/10/79 |
| POPEYES | 73/162,707 03/17/78 | 1,121,096 06/26/79 |
| POPEYES | 73/766,279 11/29/88 | 1,552,225 08/15/89 |
| POPEYES | 73/361,550 04/26/82 | 1,267,567 02/21/84 |
| POPEYES | 73/766,330 11/29/88 | 1,551,239 08/08/89 |
| POPEYES CAJUN CRAVERS | 78/092,380 11/08/01 | pending |
|  | 74/551,043 07/19/94 | 2,242,910 05/04/99 |

| Mark | Application No. Filing Date | Registration No. Registration Date |
|---|--------------------------------|---------------------------------------|
|  | 74/551,044 07/19/94 | 2,095,493 09/09/97 |
|  | 74/551,045 07/19/94 | 2,000,592 09/17/96 |
|  | 74/551,046 07/19/94 | 2,000,593 09/17/96 |
| POPEYES CHICKEN & BISCUITS FOOD WITH ATTITUDE! | 75/675,890 04/06/99 | 2,451,764 05/15/01 |
|  | 73/162,625 03/17/78 | 1,257,958 11/15/83 |
| POPEYES FAMOUS FRIED CHICKEN | 73/177,327 07/06/78 | 1,257,702 11/15/83 |
| POPEYES FAMOUS FRIED CHICKEN & BISCUITS | 73/516,686 01/08/85 | 1,378,568 01/14/86 |
| POPEYES FOOD WITH ATTITUDE | 75/408,209 12/19/97 | 2,398,299 10/24/00 |
| POPEYES NAKED CHICKEN | 78/389,923 03/24/04 | Pending |
|  | 73/462,633 01/26/84 | 1,337,289 05/21/85 |
| SEAFOOD CELEBRATION | 74/390,060 05/11/93 | 1,823,416 02/22/94 |
| SPICY SPRINKLE | 73/683,982 09/14/87 | 1,517,337 12/20/88 |
| SUPER POPEYES | 73/799,215 05/11/89 | 1,583,074 02/13/90 |
| SWEET HEAT | 73/787,015 03/16/89 | 1,563,625 10/31/89 |
| THE NEW AGE OF OPPORTUNITY | 75/025,201 11/28/95 | 2,017,585 11/19/96 |
| TIB'S GRILL | 78/433,842 06/11/04 | Pending |
|  | 75/321,644 07/09/97 | 2,427,208 02/06/01 |

| Mark | Application No. Filing Date | Registration No. Registration Date |
|-------------------|--------------------------------|---------------------------------------|
| VOYAGER MEAL | 75/321,645 07/09/97 | 2,423,641 01/23/01 |
| WE DO GOOD BA-YOU | 78/127,833 05/10/02 | 2,681,443 01/28/03 |

COPYRIGHT

| Title | Registration No. Registration Date |
|--|---------------------------------------|
| Popeye's Heritage design. | VA-1-262-769 05/18/04 |
| Technical Drawings (Restaurant/Building/Signage Blueprints) | pending |
| Artwork (Two-Dimensional Artwork) (Restaurant/Building/Signage Design/Décor and Artwork) | pending |