

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Krystal Company		10/31/2007	CORPORATION: TENNESSEE

RECEIVING PARTY DATA	
Name:	Krystal Trademark Company
Street Address:	2215-B Renaissance Drive
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	78797150	SQUARITO
Serial Number:	78797148	BREAKFEAST
Serial Number:	78690927	KRYSTAL LOVERS
Serial Number:	78690924	KRYSTAL LOVERS HALL OF FAME
Serial Number:	78646697	DOUBLE B.A.
Serial Number:	78646682	MASTER CASHIER
Serial Number:	78355427	B.A. BURGER
Serial Number:	78349454	KRYSTAL SQUARE OFF
Serial Number:	78266532	KRYSTAL BREAKFAST SCRAMBLER
Serial Number:	76561052	SQUARE WEAR
Serial Number:	76488998	KRYSTAL CHIK'N BITES
Serial Number:	76286901	LITTLE FOOD, BIG TASTE
Serial Number:	75710783	TAKE ALONG A SACKFULL
Serial Number:	75563773	HASH BROWN KRYSPERS

OP \$915.00 78797150

Serial Number:	75510206	CHIK
Serial Number:	75510205	KRYSTAL
Serial Number:	75458107	KRYSTAL CHIK
Serial Number:	75352557	KRYSTAL
Serial Number:	75352556	KRYSTAL
Serial Number:	75347993	KRYSTAL
Serial Number:	75005549	KRYSTAL SUNRISER
Serial Number:	74516549	KRYSTAL
Serial Number:	74516536	KRYSTAL
Serial Number:	74484271	KRYSTAL
Serial Number:	74484253	KRYSTAL
Serial Number:	74337580	KRYSTAL
Serial Number:	74278630	CORN PUPS
Serial Number:	74075075	KRYS-KROSS
Serial Number:	74012041	CHILI CHEESE PUPS
Serial Number:	74011998	PLAIN PUPS
Serial Number:	73839598	CHILI PUPS
Serial Number:	73491387	KRYSTAL
Serial Number:	73491385	KRYSTAL
Serial Number:	73490050	KRYSTAL
Serial Number:	71601218	THE KRYSTAL
Serial Number:	71380952	THE KRYSTAL

CORRESPONDENCE DATA

Fax Number: (607)256-3628
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 607-256-2000
Email: brown@bpmlegal.com
Correspondent Name: Michael F. Brown
Address Line 1: 400 M&T Bank Building
Address Line 2: 118 North Tioga Street
Address Line 4: Ithaca, NEW YORK 14850

ATTORNEY DOCKET NUMBER:	KRY.9999
NAME OF SUBMITTER:	Michael F. Brown
Signature:	/mfb #29619/

Date:

11/06/2007

Total Attachments: 6

source=Assignment of Trademarks#page1.tif

source=Assignment of Trademarks#page2.tif

source=Assignment of Trademarks#page3.tif

source=Assignment of Trademarks#page4.tif

source=Assignment of Trademarks#page5.tif

source=Assignment of Trademarks#page6.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of October 31, 2007, between The Krystal Company, a Tennessee corporation ("Assignor") and Krystal Trademark Company, a Nevada corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks listed on Attachment 1 attached hereto and incorporated herein (the "Marks"), the United States Registrations listed on Attachment 1 (the "Registrations"), and the pending United States applications for registration listed on Attachment 1 (the "Registration Applications"). Assignee desires to acquire and own exclusively the entire right, title and interest in and to the Marks, the Registrations and the Registration Applications (collectively, the "Trademark Rights") for all purposes, and all goodwill relating thereto, whether such rights are based in common law or under federal or state statute.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors and assigns, full and exclusive right, title and interest in and to the Trademark Rights that Assignor may now have or ever has had for any and all purposes, together with all goodwill of the business symbolized by the Trademark Rights. The foregoing assignment of the Trademark Rights includes, without limitation, (a) the right to register the Trademark Rights in the United States and in any foreign country, (b) all right, title and interest in and to the Registrations and the Registration Applications, (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Trademark Rights, and (d) the right to enforce, sue for and collect damages by reason of any past, present or future infringement or misuse of any of the Marks. To the extent that any of the Registration Applications being assigned to Assignee hereunder are "intent-to-use" registration applications, Assignor acknowledges and agrees that such Registration Applications are being assigned to Assignee in connection with a transfer of all goodwill relating to the business in connection with which the Marks covered by such intent to use Registration Applications will be used.

Assignor agrees to execute and deliver to Assignee any and all instruments and documents that Assignee may reasonably consider necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend, effect or enforce this Assignment as well as Assignee's right, title and interest in and to the Trademark Rights, and to effect the assignment and transfer of the Registrations and the Registration Applications to Assignee, including but not limited to the recordation of this Assignment in the United States Patent and Trademark Office and in any foreign country and jurisdiction.

This Assignment is absolute, exclusive and irrevocable.

This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR:

THE KRYSTAL COMPANY

By J. F. L. Jr.
Name James F. L. Jr.
Title President + CEO

ASSIGNEE:

KRYSTAL TRADEMARK COMPANY

By WMA
Name WENDY MAVRINAC
Title V.P. SECRETARY + TREASURER

EXHIBIT A

**DESCRIPTION OF MARKS, REGISTRATIONS
AND REGISTRATION APPLICATIONS**

INDEX#	FILING DATE	TRADEMARK	SERIAL NO.	CLASS	STATUS
1.	1/23/06	SQUARITO	78797150	30	7/19/06 – office action suspending further action (not registered)
2.	1/23/06	BREAKFEAST	78797148	29	12/12/06 – registered (3183543)
3.	8/11/05	KRYSTAL LOVERS	78690927	43	1/9/07 – registered (3197634)
4.	8/11/05	KRYSTAL LOVERS HALL OF FAME	78690924	43	11/2/06 – non-final action emailed (1330234; 1787005; 1876821)
5.	6/8/05	DOUBLE B.A.	78646697	30	8/15/06 – registered (3129177)
6.	6/8/05	MASTER CASHIER	78646682	35	5/2/06 – registered (3088969)
7.	1/22/04	B.A. BURGER	78355427	30	8/9/05 – registered (2984186)
8.	1/8/04	KRYSTAL SQUARE OFF	78349454	43	12/20/05 – registered (3032940)
9.	11/19/03	SQUARE WEAR	76561052	35	8/16/05 – registered (2984568)
10.	6/24/03	KRYSTAL BREAKFAST SCRAMBLER	78266532	29	1/18/07 – final review complete (0343677; 0567919; 1330234;

INDEX#	FILING DATE	TRADEMARK	SERIAL NO.	CLASS	STATUS
					1330251)
11.	2/10/03	KRYSTAL CHIK'N BITES	76488998	29	6/15/04 – registered (2852846)
12.	7/17/01	LITTLE FOOD, BIG TASTE	76286901	42	12/31/02 – registered (2670133)
13.	5/20/99	TAKE ALONG A SACKFUL	75710783	43	1/23/07 – examiner's amendment emailed (no registration #)
14.	10/5/98	HASH BROWN KRYSPERS	75563773	29	8/20/02 – registered (2910061)
15.	6/29/98	CHIK	75510206	30	2/5/02 – registered (2535180)
16.	6/29/98	KRYSTAL	75510205	41	8/25/06 – case file in TICRS; sections 8 and 15 affidavits have been accepted and acknowledged (2281199)
17.	3/30/98	KRYSTAL CHIK	75458107	30	3/3/05 – section 8 (6-year) accepted & Section 15 acknowledged (2232312)
18.	9/5/97	KRYSTAL	75352557	16	7/28/06 – case file in TICRS; sections 8 and 15 affidavits have been accepted and acknowledged (2407561)
19.	9/5/97	KRYSTAL	75352556	9	9/7/06 – case file in TICRS; sections 8 (6-

INDEX#	FILING DATE	TRADEMARK	SERIAL NO.	CLASS	STATUS
					year) accepted & section 15 acknowledged (2282541)
20.	8/27/97	KRYSTAL	75347993	39	6/1/06 – case file in TICRS; sections 8 (6-year) accepted & section 15 acknowledged
21.	10/13/95	KRYSTAL SUNRISER	75005549	30	9/14/06 – case file in TICRS; case file renewed
22.	4/25/94	KRYSTAL	74516549	25	8/14/06 – registration renewed (2033261)
23.	4/25/94	KRYSTAL	74516536	21	2/18/06 – registration renewed (1943491)
24.	1/31/94	KRYSTAL	74484271	32	4/12/04 – registration renewed (1876821)
25.	1/31/94	KRYSTAL	74484253	28	12/19/06 – TEAS Section 8 & 9 Received; TEAS Change of Correspondence Received (2120676)
26.	12/7/92	KRYSTAL	74337580	35	4/16/03 – renewed (1787005)
27.	5/26/92	CORN PUPS	74278630	30	10/1/03 – registration renewed
28.	7/2/90	KRYS-KROSS	74075075	29	8/21/01 – registration renewed

INDEX#	FILING DATE	TRADEMARK	SERIAL NO.	CLASS	STATUS
29.	12/18/89	CHILI CHEESE PUPS	74012041	30	2/15/01 registration renewed -
30.	12/18/89	PLAIN PUPS	74011998	30	4/28/05 registration renewed -
31.	11/15/89	CHILI PUPS	73839598	30	2/21/01 registration renewed -
32.	7/23/84	KRYSTAL	73491387	42	5/19/05 registration renewed -
33.	7/23/84	KRYSTAL	73491385	30	5/18/05 registration renewed -
34.	7/16/84	KRYSTAL	73490050	42	5/4/05 registration renewed -
35.	7/25/50	THE KRYSTAL	71601218	29, 30	11/12/02 registration renewed -
36.	7/13/36	THE KRYSTAL	71380952	30	7/2/06 registration renewed -

6428974.3