

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Administrative Agent		03/21/2012	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	THE KRYSTAL COMPANY
Street Address:	One Union Square
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37402
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	0343677	THE KRYSTAL
Registration Number:	0567919	THE KRYSTAL
Registration Number:	1330234	KRYSTAL
Registration Number:	1331146	KRYSTAL
Registration Number:	1330251	KRYSTAL
Registration Number:	1330262	KRYSTAL KWIK
Registration Number:	1652807	CHILI PUPS
Registration Number:	1643777	PLAIN PUPS
Registration Number:	1643778	CHILI CHEESE PUPS
Registration Number:	1682140	KRYS-KROSS
Registration Number:	1809407	CORN PUPS
Registration Number:	1787005	KRYSTAL
Registration Number:	2120676	KRYSTAL

CH \$790.00 0343677

Registration Number:	1876821	KRYSTAL
Registration Number:	1943491	KRYSTAL
Registration Number:	2033261	KRYSTAL
Registration Number:	1981558	KRYSTAL'S XL
Registration Number:	2013581	KRYSTAL SUNRISER
Registration Number:	2465899	MINI PUPS
Registration Number:	2305146	KRYSTAL
Registration Number:	2282541	KRYSTAL
Registration Number:	2407561	KRYSTAL
Registration Number:	2234282	THE BEST THINGS IN LIFE ARE SQUARE
Registration Number:	2232312	KRYSTAL CHIK
Registration Number:	2281199	KRYSTAL
Registration Number:	2535180	CHIK
Registration Number:	2610061	HASH BROWN KRYSPEERS
Registration Number:	3257380	TAKE ALONG A SACKFULL
Registration Number:	2670133	LITTLE FOOD, BIG TASTE
Serial Number:	75936962	KRYSTAL DRIVE IN
Serial Number:	76191224	KRYSTAL HOW MANY DO YOU NEED

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Phone: 202.739.5950
Email: ateixeira@morganlewis.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Antonio Cesar Teixeira
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 2: Attention: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Antonio Cesar Teixeira
Signature:	/Antonio C. Teixeira/
Date:	03/21/2012

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

FOR VALUE RECEIVED, the undersigned, BANK OF AMERICA, N.A., in its capacity as administrative agent (the "Agent") on behalf of and for the benefit of itself and the Lenders (as defined in the Credit Agreement, as defined below) (the "Secured Party"), hereby releases any and all liens and security interests granted and pledged to it by THE KRYSTAL COMPANY, a Tennessee corporation (the "Grantor"), pursuant to that certain Intellectual Property Security Agreement, dated as of January 28, 2002 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), between the Secured Party and Grantor, together with the associated Credit Agreement dated as of January 28, 2002, among the Grantor, the lenders parties thereto, and the Agent (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, including, without limitation, all liens on and security interest in, (i) the trademarks and trademark registrations and applications listed on Schedule I hereto, (ii) all renewals thereof, (iii) all goodwill of the Grantor's business connected with and symbolized by such trademarks listed on Schedule I hereto, (iv) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the trademarks listed on Schedule I hereto, including without limitation, damages and payments for past or future infringements thereof, (v) the right to sue for past, present and future infringements of trademarks listed on Schedule I hereto, and (vi) all rights corresponding to the trademarks listed on Schedule I hereto throughout the world (collectively, the "Trademark Collateral"), as recorded on behalf of the Secured Party by the United States Patent & Trademark Office on February 14, 2002 at Reel 002461, Frame 0156.

To the extent the Secured Party retains any interest in any Trademark Collateral, the Secured Party hereby assigns, transfers and conveys to the Grantor all of the Secured Party's right, title and interest, now owned or hereinafter acquired pursuant to the Trademark Security Agreement and any documents, instruments or agreements related thereto. Such assignment, transfer and/or conveyance by the Secured Party is made WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE.

The Secured Party shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this release. The Secured Party hereby authorizes Grantor, or Grantor's designee, to prepare and file any other documents as may be required to terminate or release the Secured Party's interest in any Trademark Collateral.

(signature page follows)

IN WITNESS WHEREOF, the Secured Party has caused this Release of Security Interest in Trademarks to be executed by one of its duly authorized officers on this 21st day of March, 2012.

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Erik M. Truette
Title: Assistant Vice President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 004740 FRAME: 0722

SCHEDULE I
to
RELEASE OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST
(TRADEMARKS)

Total properties: 31

1	Serial #: <u>71380952</u> Mark: THE KRYSTAL	Filing Dt: 07/13/1936	Reg #: <u>0343677</u>	Reg. Dt: 03/02/1937
2	Serial #: <u>71601218</u> Mark: THE KRYSTAL	Filing Dt: 07/25/1950	Reg #: <u>0567919</u>	Reg. Dt: 12/16/1952
3	Serial #: <u>73490050</u> Mark: KRYSTAL	Filing Dt: 07/16/1984	Reg #: <u>1330234</u>	Reg. Dt: 04/09/1985
4	Serial #: <u>73491385</u> Mark: KRYSTAL	Filing Dt: 07/23/1984	Reg #: <u>1331146</u>	Reg. Dt: 04/16/1985
5	Serial #: <u>73491387</u> Mark: KRYSTAL	Filing Dt: 07/23/1984	Reg #: <u>1330251</u>	Reg. Dt: 04/09/1985
6	Serial #: <u>73501931</u> Mark: KRYSTAL KWIK	Filing Dt: 10/01/1984	Reg #: <u>1330262</u>	Reg. Dt: 04/09/1985
7	Serial #: <u>73839598</u> Mark: CHILI PUPS	Filing Dt: 11/15/1989	Reg #: <u>1652807</u>	Reg. Dt: 07/30/1991
8	Serial #: <u>74011998</u> Mark: PLAIN PUPS	Filing Dt: 12/18/1989	Reg #: <u>1643777</u>	Reg. Dt: 05/07/1991
9	Serial #: <u>74012041</u> Mark: CHILI CHEESE PUPS	Filing Dt: 12/18/1989	Reg #: <u>1643778</u>	Reg. Dt: 05/07/1991
10	Serial #: <u>74075075</u> Mark: KRYSS-KROSS	Filing Dt: 07/02/1990	Reg #: <u>1682140</u>	Reg. Dt: 04/07/1992
11	Serial #: <u>74278630</u> Mark: CORN PUPS	Filing Dt: 05/26/1992	Reg #: <u>1809407</u>	Reg. Dt: 12/07/1993
12	Serial #: <u>74337580</u> Mark: KRYSTAL	Filing Dt: 12/07/1992	Reg #: <u>1787005</u>	Reg. Dt: 08/10/1993
13	Serial #: <u>74484253</u> Mark: KRYSTAL	Filing Dt: 01/31/1994	Reg #: <u>2120676</u>	Reg. Dt: 12/16/1997
14	Serial #: <u>74484271</u> Mark: KRYSTAL	Filing Dt: 01/31/1994	Reg #: <u>1876821</u>	Reg. Dt: 01/31/1995
15	Serial #: <u>74516536</u> Mark: KRYSTAL	Filing Dt: 04/25/1994	Reg #: <u>1943491</u>	Reg. Dt: 12/26/1995
16	Serial #: <u>74516549</u> Mark: KRYSTAL	Filing Dt: 04/25/1994	Reg #: <u>2033261</u>	Reg. Dt: 01/28/1997
17	Serial #: <u>74537239</u> Mark: KRYSTAL'S XL	Filing Dt: 06/13/1994	Reg #: <u>1981558</u>	Reg. Dt: 06/18/1996
18	Serial #: <u>75005549</u> Mark: KRYSTAL SUNRISER	Filing Dt: 10/13/1995	Reg #: <u>2013581</u>	Reg. Dt: 11/05/1996
19	Serial #: <u>75222523</u>	Filing Dt: 01/07/1997	Reg #: <u>2465899</u>	Reg. Dt: 07/03/2001

TRADEMARK
REEL: 004740 FRAME: 0723

Mark: MINI PUPS
20 **Serial #:** 75347993 **Filing Dt:** 08/27/1997 **Reg #:** 2305146 **Reg. Dt:** 01/04/2000
 Mark: KRYSTAL
21 **Serial #:** 75352556 **Filing Dt:** 09/05/1997 **Reg #:** 2282541 **Reg. Dt:** 10/05/1999
 Mark: KRYSTAL
22 **Serial #:** 75352557 **Filing Dt:** 09/05/1997 **Reg #:** 2407561 **Reg. Dt:** 11/28/2000
 Mark: KRYSTAL
23 **Serial #:** 75458106 **Filing Dt:** 03/30/1998 **Reg #:** 2234282 **Reg. Dt:** 03/23/1999
 Mark: THE BEST THINGS IN LIFE ARE SQUARE
24 **Serial #:** 75458107 **Filing Dt:** 03/30/1998 **Reg #:** 2232312 **Reg. Dt:** 03/16/1999
 Mark: KRYSTAL CHIK
25 **Serial #:** 75510205 **Filing Dt:** 06/29/1998 **Reg #:** 2281199 **Reg. Dt:** 09/28/1999
 Mark: KRYSTAL
26 **Serial #:** 75510206 **Filing Dt:** 06/29/1998 **Reg #:** 2535180 **Reg. Dt:** 02/05/2002
 Mark: CHIK
27 **Serial #:** 75563773 **Filing Dt:** 10/05/1998 **Reg #:** 2610061 **Reg. Dt:** 08/20/2002
 Mark: HASH BROWN KRYSERS
28 **Serial #:** 75710783 **Filing Dt:** 05/20/1999 **Reg #:** 3257380 **Reg. Dt:** 07/03/2007
 Mark: TAKE ALONG A SACKFULL
29 **Serial #:** 75936962 **Filing Dt:** 03/06/2000 **Reg #:** NONE **Reg. Dt:**
 Mark: KRYSTAL DRIVE IN
30 **Serial #:** 76191224 **Filing Dt:** 01/08/2001 **Reg #:** NONE **Reg. Dt:**
 Mark: KRYSTAL HOW MANY DO YOU NEED
31 **Serial #:** 76286901 **Filing Dt:** 07/17/2001 **Reg #:** 2670133 **Reg. Dt:** 12/31/2002
 Mark: LITTLE FOOD, BIG TASTE