

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wingstop Restaurants, Inc.		06/12/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	GE Capital Franchise Finance Corporation
Street Address:	8377 East Hartford Drive
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3054484	WINGSTOP
Registration Number:	3087485	THE WING EXPERTS
Serial Number:	78621004	THE BONELESS WING EXPERTS
Serial Number:	78737778	CATER-WING
Registration Number:	2121699	WING-STOP
Registration Number:	2401077	THE WING EXPERTS
Registration Number:	2422672	WING-STOP THE WING EXPERTS

CORRESPONDENCE DATA

Fax Number: (402)346-1148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Address Line 1: 1650 Farnam Street

OP \$190.00 3054484

Address Line 2: Kutak Rock LLP
Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:	WINGSTOP
NAME OF SUBMITTER:	Pamela S. Flint
Signature:	/Pamela S. Flint/
Date:	06/23/2006

Total Attachments: 40

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of June 12, 2006 by WINGSTOP RESTAURANTS, INC., a Texas corporation ("Grantor"), whose address is 1101 East Arapaho Road, Suite 150, Richardson, Texas 75081, and GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("Lender"), whose address is 8377 East Hartford Drive, Suite 200, Scottsdale, Arizona 85255.

PRELIMINARY STATEMENT:

Lender has agreed to make a loan (the "Loan") to Wingstop Holdings, Inc., a Delaware corporation ("Borrower"), pursuant to that certain Loan Agreement dated as of the date of this Agreement between Borrower and Lender, as such agreement may be amended from time to time (the "Loan Agreement"). Grantor has guaranteed the payment and performance of the obligations of Borrower with respect to the Loan pursuant to that certain Unconditional Guaranty of Payment and Performance dated as of the date of this Agreement executed by Grantor for the benefit of Lender (the "Guaranty"). To secure payment of the Obligations (as defined below), Grantor has agreed to grant Lender security interest in the Collateral on the terms and conditions set forth in this Agreement. Initially capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Loan Agreement.

AGREEMENT:

In consideration of the mutual covenants and promises hereinafter set forth, Lender and Grantor agree as follows:

1. *Definitions.* The following terms shall have the following meanings for all purposes of this Agreement. Capitalized terms not defined in this Agreement shall have the respective meanings set forth in the Loan Agreement.

"*Grantor Trademarks*" means, collectively, Grantor's name and all assumed fictional names, all state (including common law), federal and foreign trade names, trademarks, service marks and applications for registration of such trade names, trademarks, and service marks (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto, and all reissues, extension or renewals thereof, the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with or symbolized by any of the aforementioned properties and assets, all general intangibles and all intangibles, intellectual and other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned property and assets and not otherwise described above, now owned or hereafter acquired by Grantor.

"*Collateral*" means all of the following described property, whether now owned or hereafter acquired and wherever located, together with all replacements and substitutions therefore and all cash and non-cash proceeds (including insurance proceeds and any title and UCC insurance proceeds) and products thereof, and, in the case of tangible Collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith: all of Grantor's right, title, and interest in: (a) all types of property included within the term "equipment" as defined by the UCC (except vehicles, boats and airplanes), including machinery, furniture, appliances, trade fixtures, tools, and office and record keeping equipment; (b) all inventory, including all goods held for sale, raw materials, work in process and materials or supplies used or consumed in Grantor's business; (c) all documents; general intangibles; accounts; contract rights; chattel paper and instruments; money; securities; investment properties; deposit accounts; supporting obligations; letters of credit and letter of credit rights; commercial tort claims; and records, software and information contained in computer media (such as data bases, source and object codes and information therein), together with any

equipment and software to create, utilize, maintain or process any such records or data on electronic media; (d) any and all plans and specifications, designs, drawings and other matters prepared for any construction on any real property owned by or leased to Grantor or regarding any improvements to any of such real property; (e) goodwill; (f) the Grantor Trademarks, including the goodwill associated therewith and the right to sue for past, present and future infringement thereof throughout the world; and (g) the Franchise Agreements and the Royalty Income.

"*Franchise Agreement*" means any franchise agreement, royalty agreement or other agreement entitling Grantor to payments from a franchisee, whether now existing or hereafter entered into, between Grantor and a franchisee, together with any amendments, modifications and replacements.

"*Franchise Agreements*" means, collectively, all of the Franchise Agreements.

"*Franchisee*" means the franchisee under a Franchise Agreement.

"*Royalty Income*" means all payments, revenues, profits, income, royalties, finder's fees, and deferred sales fees payable to Grantor under the Franchise Agreements, whether or not the foregoing are evidenced by any promissory note or other separate instrument.

2. ***Security Interest Created; Obligations Secured.*** (a) To secure the payment of the Obligations (as defined below), Grantor hereby grants to Lender a security interest in the Collateral.

(b) This Agreement secures the following indebtedness and obligations (i) payment of indebtedness and performance of obligations evidenced by the Guaranty, together with all extensions, renewals, amendments and modifications thereof, and (ii) payment of all other indebtedness and other sums, including interest at the applicable rate, with interest thereon, which may be owed under, and performance of all obligations and covenants contained in, any other Loan Document or any Other Agreement, together with any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby (collectively, the "Obligations").

Notwithstanding the foregoing or any other provisions of this Agreement to the contrary:

(x) in the event that the Loan becomes the subject of a Securitization, Participation or Transfer, this Agreement shall only secure indebtedness and obligations relating to the Loan and any other loans between any of the Borrower Parties on the one hand and any of the Lender Entities on the other hand which are part of the same Loan Pool as the Loan; and

(y) in the event that any loans between any of the Borrower Parties on the one hand and any of the Lender Entities on the other hand (other than the Loan) become the subject of a Securitization, Participation or Transfer, this Agreement shall not secure any indebtedness and obligations relating to such loans unless the Loan is part of the same Loan Pool as such loans.

(c) Grantor authorizes Lender to file financing statements with respect to the security interest of Lender, continuation statements with respect thereto, and any amendments to such financing statements which may be necessitated by reason of any of the changes described in Section 7 of the Loan Agreement. Grantor agrees that, notwithstanding any provision in the Uniform Commercial Code as adopted in any applicable state (the "UCC") to the contrary, until the payment and performance in full of the Obligations (other than indemnity obligations not then due and payable) Grantor shall not file a termination statement of any financing statement filed by Lender in connection with any security interest granted under this Agreement if Lender reasonably objects to the filing of such termination statement.

(d) Lender at all times shall have a perfected security interest in the Collateral that shall be prior to any other interests therein. Grantor shall do all acts and things, shall execute and file all instruments (including security agreements, UCC financing statements, continuation statements, etc.) reasonably requested by Lender to establish, maintain and continue the perfected security interest of Lender in the Collateral, and shall promptly on demand pay all reasonable costs and expenses of (1) filing and recording, including the costs of any searches

deemed necessary by Lender from time to time to establish and determine the validity and the continuing priority of the security interest of Lender, and (2) all other claims and charges that in the reasonable opinion of Lender might prejudice, imperil or otherwise affect the Collateral or security interest therein of Lender. Grantor agrees that a carbon, photographic or other reproduction of a security agreement or financing statement shall be sufficient as a financing statement. Lender is hereby irrevocably appointed Grantor's attorney-in-fact to take any of the foregoing actions requested of Grantor by Lender if Grantor should fail to take such actions, which appointment shall be deemed coupled with an interest.

3. *Representations and Warranties.* The representations and warranties of Grantor contained in the Guaranty are incorporated herein as if fully set forth in this Agreement and are true, correct and complete in all material respects as of the date hereof. In addition, Grantor represents and warrants to Lender that as of the date hereof:

- (a) All Grantor Trademarks are identified in Exhibit B.
- (b) Grantor has not assigned, transferred, pledged, mortgaged, hypothecated, or otherwise encumbered any of the Collateral or any rights thereunder or any interest therein.
- (c) The Collateral is in compliance with all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of each Governmental Authority having jurisdiction over the Collateral, and all policies or rules of common law, in each case, as amended, and any judicial or administrative interpretation thereof, including any judicial order, consent, decree or judgment applicable to any of the Borrower Parties (collectively, the "Applicable Regulations"), except for such noncompliance which has not had, and would not reasonably be expected to result in, a Material Adverse Effect. All required licenses and permits, both governmental and private, to use and operate the Collateral are in full force and effect, except for such licenses and permits the failure of which to obtain has not had, and would not reasonably be expected to result in, a Material Adverse Effect. The Collateral is in sufficient condition for Grantor to operate each of the premises upon which the Collateral is located. Grantor owns the Collateral, free and clear of all liens, encumbrances, charges and security interests of any nature whatsoever (other than Permitted Liens). Lender shall have a first priority lien upon and security interest in the Collateral pursuant to this Agreement and the UCC-1 Financing Statements filed by Lender with respect to the security interest created by this Agreement.
- (d) All of the Franchise Agreements now in existence are set forth on Exhibit C attached hereto, respectively.
- (e) Grantor has delivered to Lender a certified true, correct and complete copy of each Franchise Agreement requested by Lender.
- (f) Each of the Franchise Agreements is on Grantor's standard form of franchise agreement without any material changes to such form, a true, correct and complete copy of which has been provided to Lender.
- (g) Each Franchise Agreement is the only agreement between the Grantor and any Franchisee.
- (h) Each of the Franchise Agreements is valid, binding, in full force and effect and enforceable in accordance with its terms against the parties thereto.
- (i) Grantor has not assigned, transferred, pledged, mortgaged, hypothecated, or otherwise encumbered any of the Collateral or any rights thereunder or any interest therein, and Grantor has not received any notice that any party to any Franchise Agreement has made any assignment, pledge or hypothecation of all or any part of its rights or interests thereto.
- (j) Grantor has not received any notice of default from any party to any Franchise Agreement which has not been cured or given any notice of default to any party to any Franchise Agreement which has not been cured.

(k) No event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, would constitute a breach or default by Grantor or any other party under any of the Franchise Agreements that would result in a Material Adverse Effect.

(l) The Collateral consisting of tangible personal property is located at the locations set forth on Exhibit A.

4. **Covenants.** Grantor covenants to Lender from and after the Closing Date and until all of the Obligations are satisfied in full, as follows:

(a) Grantor shall at all times keep and maintain the Collateral in good order, repair and condition customary for a business engaged in activities similar to those of Grantor, ordinary wear and tear excepted, and will promptly replace any part thereof that is required for the operation and maintenance of the Collateral as required by the Loan Documents that from time to time may become obsolete, badly worn or in a state of disrepair or, if supplies, be consumed in the normal course of Grantor's business operations. Lender shall have a lien on and security interest in all replacements and all replacements shall be free of any other lien, security interest or encumbrance of any nature except Permitted Liens. All replacements of any of the Collateral shall be acquired in Grantor's name. Grantor shall not transfer or permit any transfer of any part of the Collateral to be made or any interest therein to be created by way of a sale (except as permitted below) or lease, by way of a grant of a security interest, or by way of a levy or other judicial process. Grantor may sell or dispose of only that part of the Collateral that Grantor will replace, and the proceeds from such sale and disposition must be invested in replacement property of like kind and of equal or greater value.

(b) Grantor shall promptly notify Lender of any levy, distraint or other seizure by legal process or otherwise of any part of the Collateral and of any threatened or filed claims or proceedings that might in any way affect or impair any of the Collateral and which, individually or in the aggregate, has had, or would reasonably be expected to result in a Material Adverse Effect.

(c) In the event that a Franchise Agreement does not exist as of the date hereof, Grantor shall have the right to enter into a Franchise Agreement after the date hereof provided such Franchise Agreement (i) is on Grantor's standard form of franchise agreement, which shall not be modified in any material respect without Lender's prior written consent, (ii) is subject to the lien of this Agreement, and (iii) is entered into in the ordinary course of Grantor's business conducted in the substantially the same manner as Grantor's business is being conducted by Grantor as of the date hereof. At the time Borrower delivers its annual financial statements to Lender as contemplated by the Loan Agreement, Grantor shall deliver to Lender an annual statement substantially in the form of the specimen attached as Exhibit D, certified by Grantor as being true, correct and complete in all material respects, which statement sets forth in detail as to each Franchise Agreement the legal name, trade name, and address of the Franchisee and the other information described on Exhibit D. Grantor shall comply with all of its material obligations under each Franchise Agreement, and shall cause each Franchisee to comply with all of its obligations under the Franchise Agreements to which it is a party. Grantor shall appear in and defend any action challenging the validity or enforceability of any Franchise Agreement, except for such actions which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect or involve an amount greater than \$100,000.00. Grantor shall give prompt notice to Lender of any notice of default under any Franchise Agreement given to or by Grantor which were not cured by Franchisee within 30 days after the receipt of such notice of default, together with a complete copy or statement of any information submitted or referenced in support of such notice of default. Grantor shall not (i) waive or release any Franchisee from the observance or performance of any monetary obligation to be performed under the terms of the Franchise Agreement to which the Franchisee is a party or liability on account of any material representation or warranty given thereunder, without the prior written consent of Lender, (ii) amend, supplement or terminate any Franchise Agreement, without the prior written consent of Lender, or (iii) encumber or grant a lien on or security interest in any Franchise Agreement except, in subsections (i) and (ii), for such waivers, releases or amendments (as applicable) which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect.

(d) Without limiting Grantor's obligation under Section 2(d), Grantor shall endorse, assign and deliver forthwith to Lender all instruments and items of investment property consisting of certificated securities,

now existing or hereafter acquired by Grantor, accompanied by such instruments of transfer or assignment duly executed in blank as Lender may from time to time specify.

(e) Grantor shall, during normal business hours upon reasonable notice of not less than three days (or at any time after an Event of Default or in the event of an emergency), (i) provide Lender and Lender's officers, employees, agents, advisors, attorneys and accountants the files, correspondence and documents relating to the Collateral and the financial books and records, including lists of delinquencies, relating to the Collateral (including, without limitation, any of the foregoing information stored in any computer files), (ii) allow such persons to make such inspections, tests, copies, and verifications as Lender considers reasonably necessary provided that no such notice shall be required to do any of the foregoing if an Event of Default has occurred and is continuing, and (iii) if Borrower is in breach of the Pre-Sub Debt Corporate Fixed Charge Coverage Ratio or the Post-Sub Debt Corporate Fixed Charge Coverage Ratio set forth in the Loan Agreement, pay expenses reasonably incurred by Lender from time to time in collecting such inspections, tests, copies and verifications upon demand (such amounts to bear interest at the Default Rate if not paid upon demand until paid).

(f) (1) Grantor agrees that Lender may, at its option, and without any obligation to do so, pay, perform, and discharge any and all amounts, costs, expenses and liabilities that are the responsibility of Borrower or Grantor under the Loan Documents if Borrower or Grantor fails to timely pay, perform or discharge the same, and all amounts expended by Lender in so doing or in respect of or in connection with the Collateral shall become part of the obligations secured by the Loan Documents and shall be immediately due and payable by Grantor to Lender upon demand therefor and shall bear interest at the Default Rate.

(2) Grantor agrees that Grantor's and Borrower's obligations under the Loan Documents shall remain in full effect without waiver or surrender of any of Lender's rights thereunder, notwithstanding the occurrence of any one or more of the following: (a) extension of the time of payment of the whole or any part of the Note; (b) any change in the terms and conditions of the Note; (c) substitution of any other evidence of indebtedness for the Note; (d) acceptance by Lender of any collateral or security of any kind for the payment of the Note; (e) surrender, release, exchange or alteration of any equipment, collateral or other security, either in whole or in part; or (f) release, settlement, discharge, compromise, change or amendment, in whole or in part, of any claim of Lender against Grantor or of any claim against any Grantor and/or Borrower or other party secondarily or additionally liable for the payment of the Note.

(g) Grantor shall procure and continuously maintain and pay for (a) all risk physical damage insurance covering loss or damage to the tangible property comprising the Collateral for not less than the full replacement value thereof naming Lender as additional insured and loss payee, (b) bodily injury and property damage combined single limit liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per injury and occurrence, and (c) such other insurance as may from time to time be reasonably required by Lender in order to protect its interests with respect to the Collateral, with such insurance companies and pursuant to such contracts or policies and with such deductibles as are satisfactory to Lender. All contracts and policies shall include provisions for the protection of Lender notwithstanding any act or neglect of or breach or default by Grantor, shall provide for payment of property insurance proceeds to Lender, shall provide that they may not be modified, terminated or canceled unless Lender is given at least thirty (30) days' advance written notice thereof, and shall provide that the coverage is "primary coverage" for the protection of Grantor or Lender notwithstanding any other coverage carried by Lender or Grantor protecting against similar risks. Grantor shall promptly notify any appropriate insurer and Lender of each and every occurrence that may become the basis of a claim or cause of action against the insured and provide Lender with all data pertinent to such occurrence. Grantor shall furnish Lender with certificates of such insurance or copies of policies upon request and shall furnish Lender with renewal certificates not less than thirty (30) days prior to the renewal date. Proceeds of all property insurance are payable first to Lender to the extent of its interest.

(h) Grantor agrees to pay all taxes, assessments and other governmental charges of whatsoever kind and character by whom payable on or relating to any item of Collateral or the sale, ownership, use, shipment, transportation, delivery or operation thereof or payable in respect to any obligation of Grantor (the "Impositions"). Upon receipt of a request therefore from Lender, Grantor will submit written evidence of payment of the obligations described in this section. Grantor may, at its own expense, contest by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition,

provided that (i) Grantor shall provide written notice to Lender of any contest involving more than \$10,000; (ii) Grantor shall demonstrate to Lender's reasonable satisfaction that the proceedings will conclusively operate to prevent the sale of any of the Collateral to satisfy such Imposition prior to final determination of such proceeding; (iii) Grantor shall have deposited with Lender adequate reserves for the payment of the Imposition, together with all interest and penalties thereon, unless, in connection with such proceedings, Grantor shall have paid the Impositions in full under protest or unless Grantor shall have furnished such security or other undertaking as may be required or permitted by law to accomplish a stay of any sale of such Collateral; and (iv) no Event of Default has occurred and is continuing.

(i) Except for purposes of replacement with like property of equal or greater value and repair in the ordinary course of business, Grantor shall not remove or allowed to be removed from its present location the Collateral, or any part thereof, without the prior written consent of Lender. Grantor shall promptly give written notice to Lender of any loss or damage by fire or other casualty to any substantial part of the Collateral.

(j) The Collateral shall at all times be stored at the locations set forth in Section 3(l) or at such other locations approved in writing by Lender, which approval will not be unreasonably withheld.

(k) Grantor shall (i) fulfill, perform and observe in all material respects the conditions, obligations and covenants of Grantor contained in the Leases; (ii) give prompt notice to Lender of any claim or event of default under any of the Leases given to Grantor by any Lessor or given by Grantor to any Lessor, together with a complete copy or statement of any information submitted or referenced in support of such claim or event of default; (iii) at the sole cost and expense of Grantor, enforce the performance and observance in all material respects of the conditions, obligations and covenants of the Leases to be performed or observed by any other party to the Leases unless such enforcement is waived in writing by Lender; and (iv) appear in and defend any action challenging the validity or enforceability of the Leases. None of the Leases shall be cancelled, terminated or surrendered without Lender's prior written consent. The Leases shall not be modified or amended without Lender's prior written consent if such modification or amendment would reduce the remaining term of any of the Leases or otherwise materially and adversely affect the Collateral at any of the premises or the security interests of Lender in the Collateral. Grantor shall not assign, transfer, mortgage, pledge or hypothecate any of the Leases or any interest therein without Lender's prior written consent.

5. *Events of Default.* Each of the following shall be deemed an event of default by Grantor (each, an "Event of Default"):

(a) If any representation or warranty of Grantor or Borrower set forth in the Loan Agreement, this Agreement, any of the other Loan Documents or any of the Other Agreements is false in any material respect when made, or if Grantor or Borrower renders any statement or account which is false in any material respect when made.

(b) If any principal, interest or other monetary sum due under the Note, any other Loan Document, or Other Agreement to which Borrower or Grantor is a party is not paid within five days after the date when due; provided, however, notwithstanding the occurrence of such an Event of Default, Lender shall not be entitled to exercise its rights and remedies set forth below unless and until Lender shall have given Borrower and Grantor notice thereof and a period of five days from the delivery of such notice shall have elapsed without such Event of Default being cured.

(c) If Borrower or Grantor fails to observe or perform any of the other covenants, conditions, or obligations of the Note or this Agreement; provided, however, if any such failure does not involve the payment of any monetary sum, is not willful or intentional, does not place any material rights or interests of Lender in the Collateral in immediate jeopardy, and is within the reasonable power of Borrower or Grantor to promptly cure after receipt of notice thereof, all as determined by Lender in its reasonable discretion, then such failure shall not constitute an Event of Default hereunder, unless otherwise expressly provided herein, unless and until Lender shall have given Borrower and Grantor notice thereof and a period of 30 days shall have elapsed, during which period Borrower or Grantor may correct or cure such failure, upon failure of which an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such 30-day period, as determined by Lender in its reasonable discretion, and Borrower or Grantor is diligently pursuing a cure of such failure, then Borrower and Grantor shall have a reasonable period to

cure such failure beyond such 30-day period, which shall not exceed 90 days after receiving notice of the failure from Lender. If Borrower and Grantor shall fail to correct or cure such failure within such 90-day period, an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required.

(d) If Borrower or Grantor becomes insolvent within the meaning of the Code, files or notifies Lender that it intends to file a petition under the Code, initiates a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (collectively, an "Action"), becomes the subject of either a petition under the Code or an Action, or is not generally paying its debts as the same become due.

(e) If there is an "Event of Default" or a breach or default, after the passage of all applicable notice and cure or grace periods, under any other Loan Document or any of the Other Agreements.

6. **Remedies for Default.** Upon the occurrence and during the continuance of an Event of Default, Lender shall have all rights and remedies of a secured party in, to and against the Collateral granted by the UCC and otherwise available at law or in equity, including, without limitation, each of the following:

(a) The right to declare any or all payments due under the Note, the other Loan Documents, the Other Agreements and all other documents evidencing the Obligations immediately due and payable without any presentment, demand, protest or notice of any kind, except as expressly provided herein, and Grantor hereby waives notice of intent to accelerate the Obligations and notice of acceleration.

(b) The right to recover all fees and expenses (including reasonable attorney fees) in connection with the collection or enforcement of the Obligations, which fees and expenses shall constitute additional Obligations of Grantor hereunder.

(c) The right to act as, and Grantor hereby constitutes and appoints Lender, Grantor's true, lawful and irrevocable attorney-in-fact (which appointment shall be deemed coupled with an interest) to demand, receive and enforce payments (including, without limitation, the Royalty Income) and to give receipts, releases, satisfaction for and to sue for moneys payable to Grantor under or with respect to any of the Collateral under this Agreement, and actions taken pursuant to this appointment may be taken either in the name of Grantor or in the name of Lender with the same force and effect as if this appointment had not been made.

(d) The right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, with or without judicial process and notice to the Grantor, enter (if this can be done without breach of the peace) upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the UCC).

(e) The right to hold, maintain, preserve and prepare the Collateral for sale, until disposed of.

(f) The right to render the Collateral unusable and dispose of the Collateral.

(g) The right to require the Grantor to assemble and package the Collateral and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to the Lender.

(h) The right to sell, lease, hold or otherwise dispose of all or any part of the Collateral. Upon the occurrence of an Event of Default, Lender shall automatically have a non-exclusive, royalty-free license to use the Grantor Trademarks.

(i) The right to sue for specific performance of any obligation under the Loan Documents or to recover damages for breach thereof.

(j) The right to notify the Franchisees of the Event of Default, and to direct the Franchisees to remit all Royalty Income to such account as Lender may designate in such notice. Simultaneously with the execution and delivery of this Agreement, Lender and Grantor are executing a notice to be addressed to each Franchisee

substantially in the form attached hereto as Exhibit E (the "Franchisee Notice"), which Franchisee Notice directs the Franchisee to remit all Royalty Income to such account as Lender may designate in the Franchisee Notice. Lender shall hold the Franchisee Notices in escrow and shall be authorized to send the Franchisee Notices to the Franchisees upon an Event of Default. Lender is authorized to insert in such Franchisee Notice a description of the account into which the Royalty Income is to be remitted (which account description may be changed by Lender from time to time by delivery of a notice to the Franchisees).

The remedies of Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the UCC or other applicable law shall not be construed as a waiver of any of the other remedies of Lender so long as any part of the Obligations secured hereby remains unsatisfied. Lender shall be entitled to receive on demand, as additional Obligations hereunder, interest accruing at the Default Rate on all amounts not paid when due under the Note or this Agreement until the date of actual payment. Lender shall have no duty to mitigate any loss to the Grantor occasioned by enforcement of any remedy hereunder and shall have no duty of any kind to any subordinated creditor of Grantor.

7. **Application of Proceeds.** Should Lender exercise the rights and remedies specified in Section 6 hereof, any proceeds received thereby shall be first applied to pay the costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result of the Event of Default. The remainder of any proceeds, net of Lender's costs and expenses, shall be applied to the satisfaction of the Obligations and any excess shall be paid over to Grantor.

8. **Applicable Law.** Grantor acknowledges that this Agreement was substantially negotiated in the State of Arizona, the executed Agreement was delivered in the State of Arizona, all payments under the Note will be delivered in the State of Arizona and there are substantial contacts between the parties and the transactions contemplated herein and the State of Arizona. For purposes of any action or proceeding arising out of this Agreement, the parties hereto hereby expressly submit to the jurisdiction of all federal and state courts located in the State of Arizona. Grantor consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Arizona in accordance with applicable law. Furthermore, Grantor waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. It is the intent of the parties hereto that all provisions of this Agreement shall be governed by and construed under the laws of the State of Arizona, without giving effect to its principles of conflicts of law. To the extent that a court of competent jurisdiction finds Arizona law inapplicable with respect to any provisions hereof, then, as to those provisions only, the laws of the state where the Collateral is located shall be deemed to apply. Nothing in this Section shall limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the state in which the Collateral is located to the extent Lender deems such proceeding necessary or advisable to exercise remedies available under this Agreement or the other Loan Documents.

9. **Indemnity.** Grantor shall indemnify, hold harmless and defend Lender and its directors, officers, employees, successors and assigns, as applicable (collectively, the "Indemnified Parties"), for, from and against any and all losses, costs, claims, liabilities, damages and expenses, including, without limitation, reasonable attorneys' fees, which any of the Indemnified Parties may incur under the Franchise Agreements, or under or by reason of this Agreement or the Collateral, provided that Grantor shall not be obligated to indemnify, hold harmless and defend an Indemnified Party with respect to its gross negligence or willful misconduct.

10. **Assignment.** Lender may assign in whole or in part its rights under this Agreement, including, without limitation, in connection with any Transfer, Participation and/or Securitization. Upon any unconditional assignment of Lender's entire right and interest hereunder, Lender shall automatically be relieved, from and after the date of such assignment, of liability for the performance of any obligation of Lender contained herein to be. This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors and permitted assigns, including, without limitation, any United States trustee, any debtor in possession or any trustee appointed from a private panel.

11. **Possession.** Except as otherwise provided in Section 2(d) and Section 4(d), until an Event of Default shall occur, Grantor may retain possession of the Collateral and may use it in any lawful manner not

inconsistent with this Agreement, with the provisions of any policies of insurance thereon or the other Loan Documents.

12. **Waiver.** No Event of Default hereunder by Grantor shall be deemed to have been waived by Lender except by a writing to that effect signed by Lender and no waiver of any Event of Default shall operate as a waiver of any other Event of Default on a future occasion. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed by Grantor and Lender.

13. **Severability.** In case any one or more of the provisions contained herein or in the Note shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein or therein.

14. **Notices.** All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called "Notices") shall be in writing and given by (i) hand delivery, (ii) facsimile, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) transmission, if delivered by facsimile, (c) the next business day, if delivered by express overnight delivery service, or (d) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Grantor:	Wingstop Restaurants, Inc. 1101 East Arapaho Road Suite 150 Richardson, Texas 75081 Attention: Chief Financial Officer Telephone: (972) 686-6500 Telecopy: (972) 686-6502
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If to Lender:	GE Capital Franchise Finance Corporation 8377 East Hartford Drive, Suite 200 Scottsdale, AZ 85255 Attention: Collateral Management Telephone: (480) 585-4500 Telecopy: (480) 585-2225
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or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. Whenever in this Agreement the giving of Notice is required, the giving thereof may be waived in writing at any time by the person or persons entitled to receive such Notice.

15. **Counterparts.** This Agreement may be executed in any number of counterparts and each thereof shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.

16. **Headings.** The headings appearing in this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

17. **Characterization; Interpretation.** It is the intent of the parties hereto that the business relationship created by the Note, this Agreement and the other Loan Documents is solely that of creditor and debtor and has been entered into by both parties in reliance upon the economic and legal bargains contained in the Loan Documents. None of the agreements contained in the Loan Documents is intended, nor shall the same be deemed or construed, to create a partnership between Lender and Grantor, to make them joint venturers, to make Grantor an

agent, legal representative, partner, subsidiary or employee of Lender, nor to make Lender in any way responsible for the debts, obligations or losses of Grantor.

Lender and Grantor acknowledge and warrant to each other that each has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party.

18. *Time of the Essence.* Time is of the essence in the performance of each and every obligation under this Agreement.

19. *Waiver of Jury Trial and Punitive, Consequential Special and Indirect Damages.* LENDER AND GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF LENDER AND GRANTOR, GRANTOR'S USE OF THE COLLATERAL, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM LENDER AND ANY OF LENDER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY GRANTOR AGAINST LENDER OR ANY OF LENDER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENTS CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY GRANTOR OF ANY RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY GRANTOR AND LENDER AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Agreement effective as of the day and year first above written.

GRANTOR:

WINGSTOP RESTAURANTS, INC., a Texas corporation

By: *W. J. Jablonski*
Printed Name: wesley Jablonski
Its: Chief Financial officer

LENDER:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

By: _____
Printed Name: _____
Its: _____

IN WITNESS WHEREOF, Grantor has executed this Agreement effective as of the day and year first above written.


GRANTOR:

WINGSTOP RESTAURANTS, INC., a Texas corporation

By: _____
Printed Name: _____
Its: _____

LENDER:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

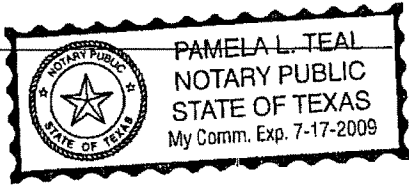
By: 
Printed Name: Michelle Underwood
Its: Closing Manager

STATE OF TEXAS)
COUNTY OF DALLAS)ss.

The foregoing instrument was acknowledged before me on June 10 2006, by wesley Jablonski, Chief Financial Officer of Wingstop Restaurants, Inc., a Texas corporation, on behalf of the corporation.

Pamela Seal
Notary Public

My Commission Expires:



STATE OF ARIZONA)
COUNTY OF MARICOPA)ss.

The foregoing instrument was acknowledged before me on June _____, 2006, by _____ of GE Capital Franchise Finance Corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF _____)
)ss.
COUNTY OF _____)

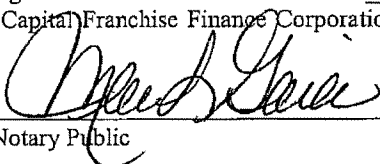
The foregoing instrument was acknowledged before me on June _____ 2006, by _____, _____ of Wingstop Restaurants, Inc., a Texas corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on June 12th 2006, by Michelle Underwood Closing Manager GE Capital Franchise Finance Corporation, on behalf of the corporation.



Notary Public

My Commission Expires:
9-8-2008

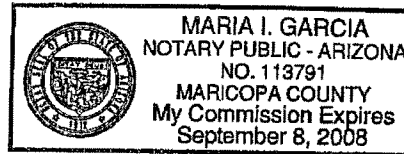


EXHIBIT A
LOCATION OF THE COLLATERAL.

1. 908 Audelia Road, Suite 6000, Richardson, Texas.
2. 2802 North Shepherd Drive at Loop 610, Houston, Texas.
3. 9208 East RL Thornton Blvd, Suite 203, Dallas, Texas.
4. 1200 Northwest Highway, Suite 1250-I, Garland, Texas
5. 1515 S. Buckner Blvd, Suite B, Dallas, Texas
6. 1229 S. Power Road, Suite 101, Mesa, Arizona
7. 5905 W. Chandler Blvd., Suite 101, Chandler, Arizona
8. 1641 W. Bethany Home Road, Phoenix, Arizona

EXHIBIT B

LIST OF TRADEMARK APPLICATIONS AND REGISTRATIONS

U.S. Applications and Registrations

Mark	Reg. No.	Serial No.	Filing Date
WINGSTOP	3,054,484	78-555207	January 27, 2005
THE WING EXPERTS	3,087,485	78-620981	May 2, 2005
WING-STOP THE WING EXPERTS	2,422,672	75-625602	January 25, 1999
THE BONELESS WING EXPERTS (Pending)		78-621004	May 2, 2005
CATER-WING (Pending)		78-737778	October 21, 2005
WING-STOP	2,121,699	75-221405	January 6, 1997
THE WING EXPERTS	2,401,077	75-625601	January 25, 1999

State Applications and Registrations

Mark	State	Serial No./Reg. No.	Registered
WING.STOP	Florida	T04000001166	September 3, 2004

EXHIBIT C

LIST OF FRANCHISE AGREEMENTS

'Store Number'	'Store Address 1'	'Store City'	'Store State'	'Store Zip'	'FR Name'	'FR Address 1'	'FR Address 2'	'FR Address City'	'FR Address State'	'FR Address Zip'	'FA Effective Date'	'FA Expiration Date'
0002	10009 N MACARTHUR BLYVD STE 117	IRVING	TX	75063-5082	Villamar Restaurants #2, Inc.	5924 Keeneland Parkway		Dallas	TX	75211	1/27/1998	2/7/2001
0001	2230 FM 407 STE 290	HIGHLAND VILLAGE	TX	75077-7181	J-P GoWing Oh, Inc.	1000 Calgary Ct.		Lewisville	TX	75077	1/30/1998	1/29/1999
0003	2334 W BUCKINGHAM RD STE 330	GARLAND	TX	75042-3941	CMRG Investments, LP	5208 N. Meadow Ridge Circle		McKinney	TX	75070	3/3/1998	3/2/2001
0006	502 EMBASSY OAKS STE 126	SAN ANTONIO	TX	78216-2070	CNL Wings, Inc.	401 Isom Road, Suite 210		San Antonio	TX	78229-3432	3/25/1998	3/25/2001
0005	3333 W CAMP WISDOM RD STE 106	DALLAS	TX	75237-2553	Emeritus Group, Inc.	260 Park Valley Drive	Suite 100	Coppell	TX	75019	6/22/1998	6/21/2001
0007	5415 S COOPER ST STE 113	ARLINGTON	TX	76017-6151	Side Bite, Inc.	251 SW Wilshire Blvd.		Burleson	TX	76028	7/6/1998	7/6/2001
0008	3355 TRINITY MILLS RD STE 200	DALLAS	TX	75287-6276	J. Hoing, LLC	1324 Saddleback Ln.		Lewisville	TX	75067	9/29/1998	9/28/2001
0009	5334 ROSS AVE STE 600	DALLAS	TX	75206-7462	CMRG-4 Investments, LP	5208 N. Meadow Ridge Circle		McKinney	TX	75070	1/21/1999	1/21/2001
0011	902 W CENTRAL TEXAS EXPY STE E	KILLEEN	TX	76541-2566	J Wings, Inc.	902 W. Texas Central Expressway, Suite E		Killeen	TX	76541	5/7/1999	5/7/2001
0013	1075 WYNNEWOOD VILLAGE SHP CTR	DALLAS	TX	75224-1858	Emeritus Group, Inc.	260 Park Valley Drive	Suite 100	Coppell	TX	75019	6/23/1999	6/23/2001
0012	2920 N BELT LINE RD	IRVING	TX	75062-5247	CMRG-2 Investments, LP	5208 N. Meadow Ridge Circle		McKinney	TX	75070	7/6/1999	7/6/2001
0014	2319 S KIRKWOOD RD	HOUSTON	TX	77077-6505	Wingcap, Inc.	14119 Ragus Dr.		Sugarland	TX	77478	8/30/1999	8/30/2001
0016	4920 CYPRESS ST LOT F	WEST MONROE	LA	71291-7673	GAP Enterprises, LLC	4920-F Cypress St.		West Monroe	LA	71291	8/30/1999	8/30/2001
0015	1060 N MAIN ST STE 101B	EULESS	TX	76039-3366	Jamm, Inc.	100 Circleview Drive North		Hurst	TX	76054	9/17/1999	9/17/2001
0017	900 N COIT RD STE 2700	RICHARDSON	TX	75080-5409	Wing N Wing, LLC	1324 Saddleback Ln.		Lewisville	TX	75067	12/4/1999	12/4/2001

4836-6334-6688.4

GEFF Contract No. 31012
GEFF No. 8003-9301 et al

'Store Number'	'Store Address 1'	'Store City'	'Store State'	'Store Zip'	'FR Name'	'FR Address 1'	'FR Address City'	'FR Address State'	'FR Address Zip'	'FA Effective Date'	'FA Expiration Date'
0010	915 ROAD TO SIX FLAGS STE 2612 GAULT AVE N SITE A	ARLINGTON	TX	76011- 5028	J. S. Wings LP	1634 Vineyard Road	Grand Prairie	TX	75052	1/3/2000	1/3/2011
0018	4608 BRYANT IRVIN RD STE 414	FORT PAYNE	AL	35967- 3729	WC Wing, Inc.	P.O. Box 681236	Fort Payne	AL	35968	1/10/2000	1/10/2011
0004	4116 S CARRIER PKWY STE 100	FORT WORTH	TX	76132- 3642	City View Wings, LP	1009 Dapple Gray Road	Crowley	TX	76036	2/2/2000	2/2/2011
0019	6010 SINGLETON RD STE 206	GRAND PRAIRIE	TX	75052- 3245	Kindle-Ellis Investments, Inc.	4441 Rosedale Dr.	Grand Prairie	TX	75052	4/20/2000	4/20/2011
0020		NORCROSS	GA	30093- 1963	The Foison Group, LLC	6010 Singleton Rd., Ste. 206	Norcross	GA	30093	7/6/2000	7/6/2011
0023	5410 WALZEM RD 6760 ABRAMS RD STE 119	SAN ANTONIO	TX	78218- 2125	CNL Wings II, Inc.	401 Isom Rd., Ste. 210	San Antonio	TX	78216	7/15/2000	7/15/2011
0021	3631 NW 39TH ST	DALLAS	TX	75231- 0242	R3C Norcross, LP	4421 Merritt Rd.	Sachse	TX	75048	8/29/2000	8/28/2011
0024	220 S 2ND ST	OKLAHOMA CITY	OK	73112- 6309	Affirmaten, Inc.	3631 NW 39th St.	Oklahoma City	OK	73112	9/28/2000	9/28/2011
0022	150 SUNDANCE PKWY STE 400	WACO	TX	76701- 2212	Broken Wings, Inc. Wings Management Group, Inc.	220 S. 2nd St.	Waco	TX	76701	9/29/2000	9/29/2011
0026	4411 LEMMON AVE STE 100	ROUND ROCK	TX	78681- 7998	MAC Wings of Texas, L.P.	150 Sundance Pkwy., Ste. 400	Round Rock	TX	78681	12/12/2000	12/12/2011
0027	2430 S INTERSTATE 35 E STE 100	DALLAS	TX	75219- 2162	Wing-go, LLP	4411 Lemmon Ave., Ste. 100	Dallas	TX	75219	1/10/2001	1/9/200
0029	7420 MCCART AVE STE 108	DENTON	TX	76205- 4943	T. Hicks Enterprises, LP	2430 IH-35, South, Ste. 100	Denton	TX	76205	2/8/2001	2/7/201
0028	12620 WOODFOREST BLVD STE 470	FORT WORTH	TX	76133- 7271	Giroux Holdings, LLC	7420 McCart Ave., Ste. 108	Fort Worth	TX	76133	2/9/2001	2/9/201
0030	12225 N PENNSYLVANIA AVE	HOUSTON	TX	77015- 3570	J Squared Exports, Inc.	12620 Woodforest Drive	Houston	TX	77015	3/1/2001	3/1/201
0031	1057 S WADSWORTH BLVD STE 80	OKLAHOMA CITY	OK	73120- 7835	Pinnacle Food & Beverage, LLC	500 NE 61st St.	Oklahoma City	OK	73105	3/19/2001	3/18/201
0036	1918 E SOUTHEAST LOOP 323	LAKEWOOD	CO	80226- 4362	G M Hicks Enterprises, Inc.	10088 S. Brisbane Way	Highlands Ranch	CO	80130	4/10/2001	4/10/201
0033	2305 S STATE HIGHWAY 121	TYLER	TX	75701- 8337	J-P GoWing On, Inc.	P.O. Box 7215	Tyler	TX	75711	5/29/2001	5/29/201
0032		LEWISVILLE	TX	75067- 8131		1000 Calgary Ct.	Lewisville	TX	75077	6/1/2001	6/1/201

4836-6334-6688.4

GEFF Contract No. 31012
GEFF No. 8003-9301 et al

'Store Number'	'Store Address 1'	'Store City'	'Store State'	'Store Zip'	'FR Name'	'FR Address 1'	'FR Address 2'	'FR Address City'	'FR Address State'	'FR Address Zip'	'FA Effective Date'	'FA Expiration Date'
0040	8425 BANDERA RD STE 156-2	SAN ANTONIO	TX	78250- 2576	Nauls Development Company	8007 Rolling Circle		San Antonio	TX	78254	6/21/2001	6/21/201
0035	700 UNIVERSITY DR E STE B20J	COLLEGE STATION	TX	77840- 1848	HZTL Company, LLC	5606 Grand Floral Blvd.		Houston	TX	77041	6/28/2001	6/28/201
0037	3111 MAHAN DR STE 21	TALLAHASSEE	FL	32308- 5511	DG Wings, Inc.	1765 River Birch Hollow		Tallahassee	FL	32308	7/8/2001	7/8/201
0034	3128 FOREST LN STE 251	DALLAS	TX	75234- 7764	CMRG-2 Investments, LP	5208 N. Meadow Ridge Circle		McKinney	TX	75070	7/10/2001	7/10/201
0043	303C E BATTLEFIELD ST	SPRINGFIELD	MO	65807- 4903	AR Brooks, LLC	3645 South Culpepper Circle		Springfield	MO	65804	7/12/2001	7/12/201
0041	1801 EASTCHASE PKWY STE 117	FORT WORTH	TX	76120- 4425	Eastchase Wingpartners, LLC	841 Chaparral Ct.		Bedford	TX	76022	7/30/2001	7/30/201
0042	12100 VETERANS MEMORIAL DR STE F	HOUSTON	TX	77067- 1126	Top Wing, Inc.	12100 F Veterans Memorial Dr.		Houston	TX	77067	8/10/2001	8/10/201
0038	7959 FREDERICKSBURG RD STE 151	SAN ANTONIO	TX	78229- 3432	CNL Wings III, Inc.	401 Isom Rd., Ste. 210		San Antonio	TX	78216	8/21/2001	8/21/201
0045	2445 N KANSAS EXPY STE G	SPRINGFIELD	MO	65803- 1132	PRT Wings, Inc.	2012 E. Phelps		Springfield	MO	65802	8/21/2001	8/20/201
0055	1420 MISSOURI AVE STE. 11A	LAS CRUCES	NM	88001- 5330	CNJ Wings, Inc.	33 Greens Cliff Ave.		San Antonio	TX	75216	8/21/2001	8/21/201
0047	4310 SW 20TH AVE	GAINESVILLE	FL	32607- 4200	R & B Wings, Inc.	4310 SW 20th Ave.		Gainesville	FL	32607	8/22/2001	8/22/201
0039	1491 W KING ST	DECATUR	IL	62522- 1444	Illinois Wings, Inc.	1011 Malinda Ct.		Forsyth	IL	62535	9/17/2001	9/16/201
0044	9210 HIGHWAY 6 S STE F	HOUSTON	TX	77083- 6385	Mewingmo, Ltd.	14119 Ragus Lake Dr.		Sugarland	TX	77478	9/21/2001	9/21/201
0046	3017 HIGHWAY 14	LAKE CHARLES	LA	70601- 6959	Les Bon Temp Rouler Wings, LP	P.O. Box 1240		DeSoto	TX	75123- 1240	9/21/2001	9/22/2011
0052	7332 ANTOINE DR	HOUSTON	TX	77088- 7230	T & K Seafood and Wing LLC	2610 Sailfish Pt.		Sugarland	TX	77478	9/27/2001	9/26/201
0048	3836 WASHINGTON RD STE 8	MARTINEZ	GA	30907- 5059	R & J Wings, LLC	125 South Oxford St. #2		Brooklyn	NY	11217	10/3/2001	10/3/201
0049	500 CORPORATE DR STE L	HOUMA	LA	70360- 2837	Louisiana Wings, LLC	500 Corporate Dr., Unit L		Houma	LA	70360	10/4/2001	10/4/201
0050	5821 WEBER RD	CORPUS CHRISTI	TX	78413- 3966	C C Wings I, Inc.	33 Greens Cliff		San Antonio	TX	78216	10/9/2001	10/9/201
0056	11009 FUQUA ST	HOUSTON	TX	77089- 2510	HTL Enterprises, Inc.	5606 Grand Floral Blvd.		Houston	TX	77041	10/11/2001	10/11/200

4836-6334-6688.4

GEFF Contract No. 31012
GEFF No. 8003-9301 et al

'Store Number'	'Store Address 1'	'Store City'	'Store State'	'Store Zip'	'FR Name'	'FR Address 1'	'FR Address 2'	'FR Address City'	'FR Address State'	'FR Address Zip'	'FA Effective Date'	'FA Expiration Date'
0025	9777 SAINT CHARLES ROCK RD	OVERLAND	MO	63114-2635	PRT Wings, Inc.	2012 E. Phelps		Springfield	MO	65802	10/25/2001	10/24/201
0051	8436 DENTON HWY STE 203	WATAUGA	TX	76148-2461	Hwy 377 Wingpartners, LLC	3200 Jordan		Southlake	TX	76092	12/10/2001	12/10/201
0054	3560 SPENCER HWY	PASADENA	TX	77504-1110	Beaver Wings I, LLC	P.O. Box 1052 South		Houston	TX	77587-1052	12/12/2001	12/11/201
0069	5052 WEST LN STE L	STOCKTON	CA	95210-3590	Alfred N. Pena, Inc.	22 W. 2nd St.		Tracy	TX	95376	12/17/2001	12/16/201
0053	6164 HIGHWAY 6 N 2000 LONG BEACH BLVD	HOUSTON	TX	77084-1304	Speedy Wings Enterprises, LP	6426 Clear Bend Lane		Katy	TX	77450	12/19/2001	12/19/201
0083	3854 W SAHARA AVE STE E4	LONG BEACH	CA	90806-4906	California Wings Group	128 E. Whittier Blvd.		Montebello	CA	90640	12/31/2001	12/30/201
0065	1740 N HARLEM AVE	LAS VEGAS	NV	89102-0505	KSC, Inc.	3854 W. Sahara Ave. #E4		Las Vegas	NV	89102	1/9/2002	1/9/201
0057	8326 BROADWAY ST	ELMWOOD PARK	IL	60707-4304	LNN, Inc.	7140 W. Armitage		Chicago	IL	60707	1/1/2002	1/1/201
0058	8263 W SUNRISE BLVD	HOUSTON	TX	77061-1802	WB Wings, Ltd.	917 Willow Creek Ave.		La Porte	TX	77571	1/18/2002	1/17/201
0079	2501 PAREDES LINE RD STE A3	PLANTATION	FL	33322-5403	MC Wings, Inc.	5749 NW 120th Ave.		Coral Springs	FL	33076	1/21/2002	1/21/201
0068	8723 COOPER RD STE C	BROWNSVILLE	TX	78526-1194	R & R Stop, Ltd.	6263 Valley Bay		San Antonio	TX	78250	1/22/2002	1/22/201
0075	912 SW 104TH ST 1050 STATE ROAD 436	ALEXANDRIA	VA	22309-3906	VinBa Corp.	44141 Tippecanoe Ter.		Ashburn	VA	20147-4821	1/30/2002	1/30/201
0081	11926 WILLCREST DR	OKLAHOMA CITY	OK	73139-3008	Roystin, Inc. Villamar	912 SW 104th St.		Oklahoma City	OK	73170	1/30/2002	1/30/201
0059	6747 AIRLINE DR	CASSELBERRY	FL	32707-5722	Restaurants, Inc. A2K Company, LLC	1620 Gatsby Ct. 4902 Riverstone Crossing		Casselberry	FL	32707	2/1/2002	2/1/201
0060	6807 SLIDE RD STE G	HOUSTON	TX	77031-1922	BM Wings, LP Hermann Kelly, Inc.	6747 Airline		Sugar Land	TX	77479	2/5/2002	2/5/201
0067	9530 VISCOUNT BLVD STE 2K	HOUSTON	TX	77076-3522	Norcross & Reeves Enterprises, LP	8705 Creede Trail		Houston	TX	77076	2/14/2002	2/13/201
0063	3695 CASCADE RD SW STE K	LUBBOCK	TX	79424-1529	Brevitt Lane & Associates, LLC	4421 Merritt Rd.		Fort Worth	TX	76112	3/1/2002	3/1/201
0073	3132 S GARNETT RD STE B	EL PASO	TX	79925-7000	B & N, LLC	5014 Carroll		Sachse	TX	75048	3/1/2002	2/29/201
0070	104 W BELT LINE RD STE 4	ATLANTA	GA	30331-2146	Emeritus Group, Inc.	706 Southland Pass		Stone Mountain	GA	30087	3/5/2002	3/5/201
0064		TULSA	OK	74146-1901		260 Park Valley Drive		Rowlett	TX	75089	3/11/2002	3/11/201
0061		CEDAR HILL	TX	75104-2062			Suite 100	Coppell	TX	75019	3/13/2002	3/12/201

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0071	114B W SOUTHMORE AVE	PASADENA	TX	77502-1002	Beaver Wings 2, LLC	P.O. Box 1052		S. Houston	TX	77587-1052	3/29/2002	3/28/2011
0062	4925 E 42ND ST STE C	ODESSA	TX	79762-7241	RW Wings, LP	3635 N. Adams		Odessa	TX	79762	4/1/2002	4/1/2011
0076	8725 ROSWELL RD STE M	ATLANTA	GA	30350-7500	Global Visions Connect, LLC	1445 Charter Club Rd.		Lawrenceville	GA	30043	4/2/2002	4/2/2011
0066	1645 N TOWN EAST BLVD STE 184	MESQUITE	TX	75150-4146	Flyboys, LP	1645 Town East Blvd., Suite 184		Mesquite	TX	75150	4/5/2002	4/5/2011
0084	4102 BUFFALO GAP RD STE C	ABILENE	TX	79605-7203	Irej, Ltd	214 CR 693		Buffalo Gap	TX	79508	4/10/2002	4/10/2011
0077	111 S NEW RD	WACO	TX	76710-6984	Broken Wings 2, Inc.	220 S. 2nd St.		Waco	TX	76701	4/22/2002	4/22/2011
0089	2901 N 10TH ST STE D	MCALLEN	TX	78501-1947	South of the Border Wings, Inc.	511 Allen Drive		Eules	TX	76039	4/30/2002	4/29/2011
0099	13903 CEDAR RD	SOUTH EUCLID	OH	44118-3203	West Penn Yogurt Corp.	164 Westmoreland Ave.		Greensburg	PA	15601	5/15/2002	5/15/2011
0072	6338 LAKE WORTH BLVD	LAKE WORTH	TX	76135-3602	LakeWorth Wing Partners, LLC	3225 Rustic Meadows		Bedford	TX	76021	5/30/2002	5/30/2011
0078	530 S ACADEMY BLVD	COLORADO SPRINGS	CO	80910-2636	T.O. Wings #3, LLC	2158 Alpine Shadows View Drive		Colorado Springs	CO	80919	6/5/2002	6/5/2011
0074	2207 E LEDBETTER DR	DALLAS	TX	75216-7407	Agola, LLC	5932 Golden Gate Drive		Dallas	TX	75241	6/27/2002	6/27/2011
0082	3034 S SHERWOOD FOREST BLVD STE 1B	BATON ROUGE	LA	70816-2219	Timulen, LLC	40156 Woodland Ave.		Gonzales	LA	70737	7/1/2002	7/1/2011
0094	16883 E ILIEFF AVE STE 106	AURORA	CO	80013-1136	Pinnacle Aurora, LLC	10088 S. Brisbane Way		Highlands Ranch	CO	80130	7/3/2002	7/3/2011
0085	8750 SANTA FE DR # 10	OVERLAND PARK	KS	66212-3654	Odie, Inc.	436 E. 80th St.		Kansas City	MO	64131	7/12/2002	7/11/2011
0092	21317 NW 2ND AVE	MIAMI	FL	33169-2112	TDH Capital, LLC	18550 SW 39th St.		Miramar	FL	33029	7/16/2002	7/16/2011
0080	2100 ROSWELL RD STE 2000	MARIETTA	GA	30062-3879	The Soaring Rekluyt, LLC	7257 Brittany Way		Douglas	GA	30134	7/23/2002	7/23/2011
0088	7940 E BROADWAY BLVD STE 102	TUCSON	AZ	85710-3910	Wild West Wings, LLC	6096 N. Benjamin Place	#420	Tucson	AZ	85743	7/24/2002	7/24/2011
0090	5807 W 45TH AVE STE 260	AMARILLO	TX	79109-5280	Currie Wings, LTD	5807 SW 45th Ave.	PMB #123	Amarillo	TX	79109	7/30/2002	7/30/2011
0093	4501 N STATE LINE AVE STE 106	TEXARKANA	TX	75503-2999	Wings In T-Town, LP	4765 Sugarhill		Texarkana	TX	71854	8/16/2002	8/16/2011

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0100	8025 SHERIDAN BLVD UNIT U	ARVADA	CO	80003-1926	Wingbats, LLC	13240 Blue Jean Drive		Haslet	TX	76052	8/18/2002	8/18/2011
0097	8222 N LINDBERGH BLVD	FLORISSANT	MO	63031-7107	St. Louis Wings, LLC	2115 Inverray Ct.		Arlington	TX	76017	8/23/2002	8/23/2011
0086	18426 KUYKENDAHL RD	SPRING	TX	77379-8123	Super Chicken Wings, LLC	57 Brookberry		The Woodlands	TX	77381	8/29/2002	8/29/2011
0102	1757 GEORGE DIETER DR STE 122	EL PASO	TX	79936-4947	Norcross & Reeves Enterprises, LP	4421 Merritt Rd.		Sachse	TX	75048	8/31/2002	8/31/2011
0091	376 FM 1960 RD W STE K	HOUSTON	TX	77090-3507	Richie NP, LLC	905 Cypress Station Drive #H10		Houston	TX	77090	9/13/2002	9/12/2011
0095	5481 BROADWAY BLVD STE 118	GARLAND	TX	75043-3672	R3C Norcross, LP	4421 Merritt Rd.		Sachse	TX	75048	9/17/2002	9/16/2011
0098	2921 PAT BOOKER RD STE 116	UNIVERSAL CITY	TX	78148-2758	CNL Wings V, Inc.	401 Isom Rd., Ste. 210		San Antonio	TX	78216	9/17/2002	9/17/2011
0087	4407 LITTLE RD STE 660	ARLINGTON	TX	76016-5622	J. S. Wings LP	1634 Vineyard Road		Grand Prairie	TX	75052	10/7/2002	10/7/2011
0101	2803 WRIGHTSBORO RD STE 31	AUGUSTA	GA	30909-3919	R & J Wings, LLC	125 South Oxford St. #2		Brooklyn	NY	11217	10/8/2002	10/8/2011
0107	2340 STERLINGTON RD	MONROE	LA	71203-3044	PAG Enterprises, LLC	4920-F Cypress St.		West Monroe	LA	71291	10/17/2002	10/17/2011
0136	8112 IDLEWILD RD STE 1100	CHARLOTTE	NC	28227-1923	JME Wings, LLC	1336 Heatherbrook Cir		Asheville	NC	28803	10/17/2002	10/17/2011
0103	20201 GOSHEN RD SPC G	GAITHERSBURG	MD	20879-4000	Wingt Enterprises, LLC	3712 Cardiff Court		Chevy Chase	MD	20815	10/18/2002	10/17/2011
0147	3059 LAWRENCEVILLE HWY STE J	LAWRENCEVILLE	GA	30044-6426	Rising Star Enterprises, LLC	215 Colewood Ct.		Lawrenceville	GA	30045	10/29/2002	10/28/2011
0108	500 W WILLIAM CANNON DR STE 422	AUSTIN	TX	78745-5852	P51 Wings, Inc.	6809 Green Leaf Dr.		North Richland Hills	TX	76180	10/30/2002	10/30/2011
0148	6730 N CLARK ST STE 2A	CHICAGO	IL	60626-3211	Wings of Chicago, LLC	3119 Old Glenview Rd.		Wilmette	IL	60091	10/30/2002	10/30/2011
0104	420 GRAPEVINE HWY STE 101B	HURST	TX	76054-2745	Jamm, Inc.	100 Circleview Drive North		Hurst	TX	76054	11/4/2002	11/4/2011
0110	248 WESTWOOD SHOPPING CTR	FAYETTEVILLE	NC	28314-1528	House of Wings, LLC	6757 Foxberry Rd.		Fayetteville	NC	28314	11/22/2002	11/22/2011
0106	11902 BLUE RIDGE EXT STE C	GRANDVIEW	MO	64030-1199	Coleman Capital Investments, LLC	600 E. 8th Street, Aptl 3A		Kansas City	MO	94106	12/3/2002	12/2/2011

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0114	1425 WIRT RD	HOUSTON	TX	77055-4916	PortWing, Ltd.	14119 Ragus Lake Dr.		Sugarland	TX	77478	12/13/2002	12/13/2011
0124	212 E SEPULVEDA BLVD STE P4-B	CARSON	CA	90745-6323	LMS Wings, Inc.	20037 SE 19th St.		Sammamish	WA	98075	12/16/2002	12/16/2011
0113	14960 W 119TH ST	OLATHE	KS	66062-9656	Scott C. Ogg, Inc.	5900 Catalina St.		Fairway	KS	66205	12/19/2002	12/18/2011
0122	4725 WALMSLEY BLVD	RICHMOND	VA	23234-2348	AG Wings, LLC	5404 Woolshire Drive		Alen Allen	VA	23059	12/26/2002	12/26/2011
0105	1964 W TENNESSEE ST STE 4	TALLAHASSEE	FL	32304-3238	DG Wings, Inc.	1765 River Birch Hollow		Tallahassee	FL	32308	12/27/2002	12/27/2011
0117	11983 BLONDO ST	OMAHA	NE	68164-3635	Falso, Inc. Wycm Management Group, LLC	2312 N 160th St.		Omaha	NE	68116	1/3/2003	1/3/2011
0109	779 SHREVEPORT BARKSDALE HWY	SHREVEPORT	LA	71105-2201	Management Group, LLC	11720 Farrar St.		Dallas	TX	75218	1/7/2003	1/7/2011
0118	1307 E PASS RD	GULFPORT	MS	39507-1605	Wing King, Inc.	15137 Lovetless Dr.		Gulfport	MS	39503	1/7/2003	1/7/2011
0127	GERMANTOWN PK WY STE 103	CORDOVA	TN	38016-5974	Nance Investments, LLC	138 Bent Oaks		Jackson	TN	38305	1/7/2003	1/7/2011
0139	1322 SW MILITARY DR	SAN ANTONIO	TX	78221-1537	CNL Wings IV, Inc.	401 Isom Rd., Ste. 210		San Antonio	TX	78216	1/7/2003	1/7/2011
0116	4313 N CHOUTEAU TRFY	KANSAS CITY	MO	64117-1724	KC Wingteam, LLC	3000 Devonshire		Platte City	MO	64079	2/19/2003	2/18/2011
0112	3921 NOLENSVILLE PIKE	NASHVILLE	TN	37211-4202	A Wing and a Prayer, Inc.	P.O. Box 11213		Nashville	TN	37222-1213	2/27/2003	2/27/2011
0130	1801 MANHATTAN BLVD STE E	HARVEY	LA	70058-7301	Joasiavan Wings, Inc.	125 Dexter Dr.		Avondale	LA	70094	2/28/2003	2/28/2011
0131	7629 PINEVILLE MATTHEWS RD	CHARLOTTE	NC	28226-3909	Wing Time, Inc.	12235 Parks Farm Lane		Charlotte	NC	28277	3/13/2003	3/13/2011
0123	2918 KEMP BLVD	WICHITA FALLS	TX	76308-1017	Russell of Wings, LP	P.O. Box 2094		Wichita Falls	TX	76307-2094	3/20/2003	3/20/2011
0125	3300 WESTERN CENTER BLVD STE 114A	FORT WORTH	TX	76137-3104	Western Center Wingpartners, LLC	3225 Rustic Meadows		Bedford	TX	76021	4/7/2003	4/7/2011
0137	3551 W CENTURY BLVD STE 103	INGLEWOOD	CA	90303-1200	LMS Wings, LLC	20037 SE 19th St.		Sammamish	WA	98075	4/9/2003	4/9/2011
0115	7440 N 30TH ST	OMAHA	NE	68112-2722	Superior Wings, Inc.	8549 Meredith Ave.		Omaha	NE	68134	4/15/2003	4/15/2011
0119	1723 W LOOP 281	LONGVIEW	TX	75604-2734	MWJ Enterprises, Inc.	P.O. Box 7215		Tyler	TX	75711	4/21/2003	4/21/2011
0135	2776 E FOWLER AVE	TAMPA	FL	33612-6297	Basic Principles Corporation	35247 Janine Dr.		Zephyrhills	FL	33541	4/22/2003	4/22/2011

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0121	807 PATTON AVE 3626 S GRAND BLVD	ASHEVILLE	NC	28806-3618	JME Wings, LLC St. Louis Wings, LLC	1336 Heatherbrook Cir 2115 Inverry Cl.		Asheville	NC	28803	5/15/2003	
0120		SAINT LOUIS	MO	63118-3404	Wheeler Hospitality & Entertainment, LLC			Arlington	TX	76017	5/16/2003	5/16/2011
0126	7049 W WATERS AVE	TAMPA	FL	33634-2203	Bama Wings #1, LLC	4715 Carroway Dr. 404 Fontaine Place, Ste. 101		Land O Lakes	FL	34639	5/27/2003	5/27/2011
0145	3305 LORNA RD STE 4 2865	HOOVER	AL	35216-5457				Ridgeland	MS	39157	5/27/2003	5/27/2011
0133	AMBASSADOR CAFFERY PKWY STE 113	LAFAYETTE	LA	70506-5943	Louisiana Wings, LLC	500 Corporate Dr., Unit L		Houma	LA	70360	5/30/2003	5/30/2011
0142	4400 WYOMING BLVD NE STE A	ALBUQUERQUE	NM	87111-3174	Albuquerque Wings I, Inc.	401 Isom Rd., Ste. 210		San Antonio	TX	78216	5/30/2003	5/30/2011
0150	7309 SAN DARIO AVE STE 150	LAREDO	TX	78045-7319	Laredo Wings, Inc.	7503 SolTol Cove		San Antonio	TX	78249	5/30/2003	5/30/2011
0128	9804 JONES RD STE A	HOUSTON	TX	77065-5277	Buffwings Enterprises, Inc.	426 Crestwater Trail		Houston	TX	77082	6/17/2003	6/17/2011
0132	2100 STANDIFORD AVE STE A4	MODESTO	CA	95350-6523	Just Wingin' It, Inc.	1713 Seven Falls		Modesto	CA	95355	6/17/2003	6/17/2011
0173	16650 NW 27TH AVE	OPA LOCKA	FL	33054-6409	Wing Team, LLC	18550 SW 39th St.		Miramar	FL	33029	6/23/2003	6/23/2011
0141	4391 DORCHESTER RD STE 230	NORTH CHARLESTON	SC	29405-8408	Flying High Wings, Inc.	902 Trowman Ln. 14119 Ragus Lake		Mt. Pleasant	SC	29464-3518	7/1/2003	7/1/2011
0152	6447 WESTHEIMER RD	HOUSTON	TX	77057-5105	Volando, Ltd.			Sugarland	TX	77478	7/17/2003	7/17/2011
0160	2668 JOHNSTON ST STE A2	LAFAYETTE	LA	70503-3273	Louisiana Wings, LLC	500 Corporate Dr., Unit L		Houma	LA	70360	7/14/2003	7/13/2011
0149	6313 WOOLDRIDGE RD STE 1	CORPUS CHRISTI	TX	78414-2921	E & J Wings, LLC	1010 E. Fordyce		Kingsville	TX	78363	7/16/2003	7/16/2011
0129	910 S CROWLEY RD STE 201	CROWLEY	TX	76036-3686	C & B Wings, LP	1004 Dapple Gray Rd.		Crowley	TX	76036	7/17/2003	7/17/2011
0134	3732 E 120TH AVE	THORNTON	CO	80233-1656	Wings Over the Rockies, Inc.	10974 Josephine St.		Northglenn	CO	80233	7/17/2003	7/17/2011
0157	83 W JOE ORR RD	CHICAGO HEIGHTS	IL	60411-1731	Wingnut Inc.	8911 Stateline Rd.		Dyer	IN	46311	7/29/2003	7/29/2011
0138	2929 CUSTER RD STE 325	PLANO	TX	75075-4438	Meitens Wings, Inc.	17101 Preston Rd., Ste. 120		Dallas	TX	75248	8/4/2003	8/4/2011
0140	701 W BRUTON RD STE 121	MESQUITE	TX	75149-5716	Box Wings, LP	4306 Entfield		Garland	TX	75043	8/8/2003	8/8/2011

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0143	6056 STETSON HILLS BLVD	COLORADO SPRINGS	CO	80922-3562	T.O. Wings #3, LLC	2158 Alpine Shadows View		Colorado Springs	CO	80919	8/22/2003	8/22/2011
0151	398 HIGHWAY 51 N STE 40	RIDGELAND	MS	39157-4430	Delta Wings #1, LLC	404 Fontaine Place, Ste. 101		Ridgeland	MS	39157	8/26/2003	8/26/2011
0161	358 E MARTINTOWN RD	NORTH AUGUSTA	SC	29841-5808	R & J Wings, LLC	125 South Oxford St. #2		Brooklyn	NY	11217	8/28/2003	8/28/2011
0159	1175 S HAVANA ST UNIT A2	AURORA	CO	80012-4016	Pinnacle Denver, LLC	10088 S. Brisbane Way		Highlands Ranch	CO	80130	9/5/2003	9/5/2011
0156	7567 OSWEGORD	LIVERPOOL	NY	13090-2968	Lazar Enterprises, Inc.	12338 Kasson Way		Red Creek	NY	13143	9/8/2003	9/8/2011
0144	11321 W MARKHAM ST STE 2	LITTLE ROCK	AR	72211-2886	Wingin' it in Arkansas, Inc.	7 Violet Ct.		North Little Rock	AR	72116	9/15/2003	9/15/2011
0155	5907 ANDREWS RD	MENTOR ON THE LAKE	OH	44060-8532	Jung, Inc.	22123 Westview Ave.		Brook Park	OH	44142	9/19/2003	9/13/2011
0146	1912 E BELT LINE RD STE A	CARROLLTON	TX	75006-5830	Wing N Wing 2, LLC	1324 Saddle Back Ln.		Lewisville	TX	75067	9/23/2003	9/23/2011
0167	7150 LEETSDALE DR UNIT 410	DENVER	CO	80224-3516	Colorado Wings, LLC	10088 S. Brisbane Way		Highlands Ranch	CO	80130	9/27/2003	9/27/2011
0154	2356 SE GREEN OAKS BLYD STE 190	ARLINGTON	TX	76018-0918	J. S. Wings LP	1634 Vineyard Road		Grand Prairie	TX	75052	10/6/2003	10/6/2011
0162	4041 WILLIAMS BLVD STE A8	KENNER	LA	70065-3164	Wynn Wings, LLC	4041 Williams Blvd., Ste. A8		Kenner	LA	70065	10/6/2003	10/6/2011
0153	10100 BEECHNUT ST STE 130	HOUSTON	TX	77072-5042	A3K Company, LLC	4902 Riverstone Crossing		Sugar Land	TX	77479	10/17/2003	10/17/2011
0183	5413 W ATLANTIC BLVD	MARGATE	FL	33063-5210	MC Wings II, Inc.	5749 NW 120th Ave.		Coral Springs	FL	33076	10/17/2003	10/17/2011
0163	5901 75TH ST STE 150	KENOSHA	WI	53142-3636	Double "D" Adventures, LLC	1805 Norhardt Dr.		Brookfield	WI	53045	10/20/2003	10/20/2011
0164	2410 E RIVERSIDE DR STE A1	AUSTIN	TX	78741-3052	CNI Austin Wings II, Inc.	401 Isom Road, Suite 210		San Antonio	TX	78216	10/21/2003	10/21/2011
0166	10841 W FLORISSANT AVE	FERGUSON	MO	63136-2405	St. Louis Wings, LLC	2115 Inverray Ct.		Arlington	TX	76017	10/21/2003	10/21/2011
0158	12430 STATE HIGHWAY 249 STE D	HOUSTON	TX	77086-3339	Van Ngo Company, LLC	5606 Grand Floral Blvd.		Houston	TX	77041	11/14/2003	11/14/2011
0172	35 MAIN ST STE 140	VISTA	CA	92083-5863	VS Venture Partners, LLC	10755 Scripps Poway Pkwy, Ste. F-410		San Diego	CA	92131	11/19/2003	11/19/2011

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0176	2000 SE LOOP 410 STE 129	SAN ANTONIO	TX	78220-4933	CNL Wings VI, Inc.	401 Isom Rd., Ste. 210		San Antonio	TX	78216	12/8/2003	12/8/2011
0165	4300 MAIN ST STE 200	THE COLONY	TX	75056-2842	All About Wings, Inc.	1000 Calgary Ct.		Lewisville	TX	75077	12/15/2003	12/15/2011
0169	8321 BROADWAY ST STE 104	PEARLAND	TX	77581-5770	DuPlantis Investments Pearlland, LLC	719 Sawdust Rd., Ste. 343		The Woodlands	TX	77380	12/22/2003	12/22/2011
0174	10273 S POST OAK RD	HOUSTON	TX	77096-4306	DuPlantis Investments Meyer Park, L.L.C.	719 Sawdust Road, Suite 343		The Woodlands	TX	77380	12/22/2003	12/22/2011
0168	4900 ELDORADO PK WY STE 124	MCKINNEY	TX	75070-9102	Metten Wings #3, Inc.	17101 Preston Rd., Ste. 120		Dallas	TX	75248	12/30/2003	12/30/2011
0170	865 N RESLER DR STE H	EL PASO	TX	79912-7013	Norcross & Reeves Enterprises, LP	4421 Merritt Rd.		Sachse	TX	75048	1/4/2004	1/4/2011
0171	14221 E CEDAR AVE UNIT D	AURORA	CO	80012-1427	Mile High Wings, LLC	10088 S. Brisbane Way		Highlands Ranch	CO	80130	1/22/2004	1/22/2011
0178	4671 WASHTEWAW AVE	ANN ARBOR	MI	48108-1301	Midwest Enterprises, L.L.C.	660 Woodward Ave., Ste. 1480		Detroit	MI	48226	1/29/2004	1/29/2011
0182	1430 ELLIS AVE 2410 BAY AREA BLVD	JACKSON	MS	39204-2204	Delta Wings #2, LLC	404 Fontaine Place, Ste. 101		Ridgeland	MS	39157	2/5/2004	2/5/2011
0177	4570 LYONS RD STE 104	HOUSTON	TX	77058-1520	Beaver Wings 1, LLC	P.O. Box 1052 South		Houston	TX	77587-1052	2/11/2004	2/11/2011
0258	6606 FM 1488 RD STE 108	COCONUT CREEK	FL	33073-3481	CLS Enterprise, LLC	6115 NW 45th Terrace		Coconut Creek	FL	33073	2/17/2004	2/17/2011
0175	5250 HIGHWAY 78 STE 800	MAGNOLIA	TX	77354-2545	SMG Enterprises, Inc.	2431 N. Mount Mariah Rd.		Montgomery	TX	77356	2/18/2004	2/18/2011
0210	1671 CENTER POINT PKWY STE 113	SACHSE	TX	75048-4253	Wings By Metten, Ltd.	17101 PRESTON RD STE 120		DALLAS	TX	75248-1369	3/2/2004	3/2/2011
0179	2911 WEST AVE 6631 MEADOWBROOK DR	CENTER POINT	AL	35215-5524	Bama Wings #2, LLC	404 Fontaine Place, Ste. 101		Ridgeland	MS	39157	3/5/2004	3/5/2011
0197	237 NE 28TH ST 3509 DAVID COX RD STE M	SAN ANTONIO	TX	78201-2243	CNL Wings VII, Inc.	401 Isom Rd., Ste. 210		San Antonio	TX	78216	3/11/2004	3/11/2011
0185	237 NE 28TH ST 3509 DAVID COX RD STE M	FORT WORTH	TX	76112-5240	Meadowbrook Wingpartners, LLC	3225 Rustic Meadows		Bedford	TX	76021	3/24/2004	3/24/2011
0189	237 NE 28TH ST 3509 DAVID COX RD STE M	FORT WORTH	TX	76106-7205	Fiesta Wingpartners, LLC	3225 Rustic Meadows		Bedford	TX	76021	3/24/2004	3/24/2011
0194	237 NE 28TH ST 3509 DAVID COX RD STE M	CHARLOTTE	NC	28269-2282	Venus Wings, Inc.	7200 Ridge Lane Road		Charlotte	NC	28262	3/26/2004	3/25/2011

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0184	2630 E CITIZENS DR STE 20	FAYETTEVILLE	AR	72703-4797	T Wings of Northwest Arkansas, Inc.	6262 W. Green Chapel Road		Fayetteville	AR	72704-7060	3/31/2004	3/31/2014
0305	12524 SW 120TH ST	MIAMI	FL	33186-9064	Global Wings Corporation	600 NE 36th St #1618		Miami	FL	33137	4/6/2004	4/5/2014
0180	2914 S 24TH ST	OMAHA	NE	68108-1307	Wing Nutt, Inc.	8549 Meredith Ave.		Omaha	NE	68134	4/8/2004	4/8/2014
0188	9616 N LAMAR BLVD STE 151	AUSTIN	TX	78753-4150	CNJ Austin Wings I, Inc.	401 Isom Road, Suite 210		San Antonio	TX	78216	4/16/2004	4/16/2014
0203	2881 MATLOCK AVENUE STE 103	MANSFIELD	TX	76063-7805	Mansfield Wings, LP	1004 Dapple Grey		Crowley	TX	76036	4/20/2004	4/20/2014
0205	5574 W OAKLAND PARK BLVD	LAUDERHILL	FL	33313-1403	MC Wings III, Inc.	5749 NW 120th Ave.		Coral Springs	FL	33076	4/21/2004	4/21/2014
0209	6611 TAFT ST	HOLLYWOOD	FL	33024-4010	Wing Partners, LLC	18550 SW 39th St.		Miramar	FL	33029	5/18/2004	5/18/2014
0187	1914 SOUTHGATE RD	COLORADO SPRINGS	CO	80906-2688	T.O. Wings #3, LLC	2158 Alpine Shadows View		Colorado Springs	CO	80919	5/26/2004	5/26/2014
0243	4600 MOBILE HWY STE 6	PENSACOLA	FL	32506-3508	Wings Over Emerald Coast LLC	6847A North 9th Avenue #150		Pensacola	FL	32504	5/26/2004	5/26/2014
0193	6402 INTERSTATE 45 STE G	LA MARQUE	TX	77568-3094	C & N Unlimited, LLC	5151 Edloe St. #5201		Houston	TX	77005	5/27/2004	5/27/2014
0191	7217 ARCHIBALD AVE	RANCHO CUCAMONGA	CA	91701-6404	DKLD As One, Inc.	12473 Harwick Dr.		Rancho Cucamonga	CA	91730	6/3/2004	6/3/2014
0186	1839 MARTIN LUTHER KING PKWY	DURHAM	NC	27707-3585	Jet Wings, Inc.	902 W. Texas Central Expy.	Ste. E	Killeen	TX	76541	7/1/2004	7/1/2014
0199	2400 N SILVERBELL RD STE 140	TUCSON	AZ	85745-1120	Wild West Wings, LLC	6096 N. Benjamin Place		Tucson	AZ	85743	7/1/2004	7/1/2014
0214	419 E PIONEER PKWY	GRAND PRAIRIE	TX	75051-4944	Kindle-Ellis Investments, Inc.	4441 Rosedale Dr.		Grand Prairie	TX	75052	7/1/2004	7/1/2014
0219	3122 N CAMPBELL AVE STE 130	TUCSON	AZ	85719-2302	Wild West Wings, LLC	6096 N. Benjamin Place		Tucson	AZ	85743	7/1/2004	7/1/2014
0192	5045 W TROPICANA AVE STE 110	LAS VEGAS	NV	89103-7071	Wingford I LLC	7024 Via Campanile		Las Vegas	NV	89131	7/2/2004	7/2/2014
0181	757 E 20TH AVE STE 400	DENVER	CO	80205-3292	Pinnacle Washington, LLC	10088 S. Brisbane Way		Highlands Ranch	CO	80130	7/14/2004	7/14/2014
0212	231 N WALTON BLVD	BENTONVILLE	AR	72712-5042	KBCS Management Corp.	1745 San Francisco St.		Carrollton	TX	75007	7/14/2004	7/14/2014

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0190	5649 N 90TH ST STE 102	OMAHA	NE	68134-1807	Louise P., Inc. Far West Restaurant Group, LLC	1823 Hamney Street	Attn: Allan M. Ziebarth	Omaha	NE	68102	8/2/2004	8/2/2014
0256	10910 LONG BEACH BLVD	LYNWOOD	CA	90262-2514	Colorado Wings East LLC	369 Ogle St.		Costa Mesa	CA	92629	8/2/2004	8/2/2014
0204	6140 S GUN CLUB RD 437 GREEN SPRINGS HWY STE 1	AURORA	CO	80016-2605	Bama Wings #3, LLC	10088 S. Brisbane Way	#101	Highlands Ranch	CO	80130	8/5/2004	8/5/2014
0195	4505 S MEDFORD DR	HOMEWOOD	AL	35209-4908	Ward Wings, LLC	404 Fontaine Place		Ridgeland	MS	39157	8/9/2004	8/9/2014
0201	734 US HIGHWAY 82 E	LUFKIN	TX	75901-5661	All Wings Considered, LP				XX		8/19/2004	8/19/2014
0196	712 GULFGATE CENTER MALL	SHERMAN	TX	75090-0528	Primera Investments, LLC	917 Willow Creek			XX		8/2/2004	8/2/2014
0202	22611 LAKE FOREST DR STE C7	HOUSTON	TX	77087-3026	Beach City Partners, LLC			LaPorte	TX	77571	8/2/2004	8/2/2014
0218	6777 WOODLANDS PKWY STE 324	LAKE FOREST	CA	92630-1700	Wonder Wings, Inc.	120 44th St.		Newport Beach	CA	92663	8/30/2004	8/30/2014
0200	16525 LEXINGTON BLVD STE 120	THE WOODLANDS	TX	77382-2784	A3K Company, LLC	144 1-45 North, Apt. 524		Huntsville	TX	77320	8/31/2004	8/31/2014
0207	8450 EDGEWATER DR	SUGAR LAND	TX	77479-2577	Tolliver, Inc.	4902 Riverstone Crossing		Sugar Land	TX	77479	9/1/2004	9/1/2014
0221	10742 TRINITY PKWY STE C 202 W NC	OAKLAND	CA	94621-1482	Jet Wings, Inc. Wing N Wing 3, LP	4647 Cristy Way		Castro Valley	CA	94546	9/10/2004	9/10/2014
0213	HIGHWAY 54 STE 202	STOCKTON	CA	95219-7233	S&R West, Inc.	9884 Twin Creeks Avenue		Stockton	CA	95219	9/23/2004	9/23/2014
0206	2330 PRESTON RD STE 200	DURHAM	NC	27713-7564	All About Wings, Inc.	902 W. Texas Central Expy.	Ste. E	Killeen	TX	76541	9/24/2004	9/24/2014
0220	2608 FLOWER MOUND RD	FRISCO	TX	75034	AG Wing Kings, LLC	1324 Saddle Back Ln.		Lewisville	TX	75067	9/24/2004	9/24/2014
0223	5640 BROOK RD 3323 N MIDLAND DR STE 105	FLOWER MOUND	TX	75028-4237	Midland Wingpartners LP	1000 Calgary Ct.		Lewisville	TX	75077	9/25/2004	9/25/2014
0226	1830 S MASON RD STE 140	RICHMOND	VA	23227-7970	Fiaschetti Enterprises L.P.	4109 Maple Creek Ct.		Richmond	VA	23294	9/27/2004	9/27/2014
0211	900-02 DUNN AVE	MIDLAND	TX	79707-4631	JME Wings 2, LLC	3225 Rustic Meadows		Bedford	TX	76021	9/29/2004	9/29/2014
0255		KATY	TX	77450-6148		6426 Clear Bend Lane		Katy	TX	77450	10/1/2004	10/1/2014
0198		JACKSONVILLE	FL	32218-6353		1336 Heathbrook Circle		Asheville	NC	28803	10/5/2004	10/5/2014

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0240	3005 S LAMAR BLVD STE 114D	AUSTIN	TX	78704-4785	B17 Wingspartners, LP	3225 Rustic Meadows		Bedford	TX	76021	10/11/2004	10/11/2011
0208	7115 DURAND AVE	STURTEVANT	WI	53177-1971	Double "D" Adventures, LLC	1805 Northardt Dr.		Brookfield	WI	53045	10/13/2004	10/13/2011
0222	3141 FM 528 RD STE 334	FRIENDS WOOD	TX	77546-8937	DuPlantis Investments LLC	719 Sawdust Road, Suite 343		The Woodlands	TX	77380	10/22/2004	10/22/2011
0217	8610 MEXICO RD	O'FALLON	MO	63366-7507	St. Louis Wings, LLC	2115 Inverray Ct.		Arlington	TX	76017	10/28/2004	10/28/2011
0288	2455 RIDGE ROAD	ROCKWALL	TX	75032	VPR Wings, LP	4306 Enfield Drive		Garfield	TX	75043	11/1/2004	11/1/2011
0225	2913 LAKEWOOD VILLAGE DR	NORTH LITTLE ROCK	AR	72116-8033	Wingin' It in Arkansas, Inc.	7 Violet Ct.		North Little Rock	AR	72116	11/3/2004	11/3/2011
0227	5125 CHAMBERS RD UNIT C	DENVER	CO	80239-4231	Pinnacle Coiefax, LLC	10088 S. Brisbane way		Highlands Ranch	CA	80130	11/3/2004	11/3/2011
0216	7017 SPRING MOUNTAIN RD	LAS VEGAS	NV	89117-3812	Winglord II LLC	7024 Via Campanile		Las Vegas	NV		11/17/2004	11/17/2011
0215	2627 W JEFFERSON BLVD STE 214	DALLAS	TX	75211-2685	Binvendios Wings, L.P.	1909 Windmill Hill Lane		Desoto	TX	75115	12/12/2004	12/12/2011
0224	2100 14TH ST STE 119	PLANO	TX	75074-6453	Wings By Merten, Ltd.	17101 PRESTON RD STE 120		DALLAS	TX	75248-1369	12/17/2004	12/17/2011
0246	901 BENTON RD	BOSSIER CITY	LA	71111-3603	Wyvern Management Group, LLC	11720 Farrar St.		Dallas	TX	75218	12/21/2004	12/21/2011
0231	2412B HIGHWAY 6 S	HOUSTON	TX	77077-5232	HLT Family, L.L.C.	5606 Grand Floral Blvd.		Housto.	TX	77041	12/30/2004	12/30/2011
0286	8811 TEEL PKWY STE 140	FRISCO	TX	75034	Wing N Wing 4, LLC	1324 Saddle Back Lane		Lewisville	TX	75067	1/7/2005	1/7/2011
0290	4041 E THOMAS RD STE 115	PHOENIX	AZ	85018-7528	JT Wing 2, LLC	22501 N. 61st Drive		Glendale	AZ	85310	1/10/2005	1/10/2011
0230	5833 W THUNDERBIRD RD	GLENDALE	AZ	85306-4628	JT Wing 1, LLC	22501 N. 61st Drive		Glendale	AZ	85310	1/18/2005	1/18/2011
0237	22195 EL PASEO STE 100	RANCHO SANTA MARGARITA	CA	92688-2824	Beach City Partners 2, LLC	120 44th St.		Newport Beach	CA	92663	1/18/2005	1/18/2011
0306	10910 N CENTRAL EXPY	DALLAS	TX	75231-1006	R3C Norcross, LP	4421 Merritt Rd.		Sachse	TX	75048	1/21/2005	1/21/2011
0233	1730 E WOODLAWN RD STE H	CHARLOTTE	NC	28209-2236	IDOHGA Inc.	12235 Parks Farm Lane		Charlotte	NC	28277	1/31/2005	1/31/2011
0234	6858 HARRISBURG BLVD	HOUSTON	TX	77011-4626	DuPlantis Investments LLC	719 Sawdust Road, Suite 343		The Woodlands	TX	77380	2/2/2005	2/2/2011

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0236	913 HIGHWAY 80	SAN MARCOS	TX	78666-8115	San Marcos Wings, Inc.	401 Isom Road, Suite 210		San Antonio	TX	78216	2/10/2005	2/10/2011
0228	6810 EASTERN AVE STE J	BELL GARDENS	CA	90201-3928	Far West Restaurant Group, LLC	369 Ogle St.		Costa Mesa	CA	92629	2/16/2005	2/16/2011
0239	5401 S OLIVE STREET STE 200	PINE BLUFF	AR	71603-7622	Loco Wings, Inc.	7714 Rosswood		Pine Bluff	AR	71603	2/16/2005	2/16/2011
0229	2200 I-45 N STE D	CONROE	TX	77301-1706	SMG Enterprises, Inc.	2431 N. Mount Mariah Rd.		Montgomery	TX	77356	2/18/2005	2/18/2011
0232	3400 LOMBARDY LN STE 107	DALLAS	TX	75220-3315	CMRG-3 Investments LP	5208 N. Meadow Ridge Circle		McKinney	TX	75070	3/2/2005	3/2/2011
0247	2551 E AVENUE S STE L	PALMDALE	CA	93550-6403	GIMJ Investment Group II LLC	2110 East R10 Avenue		Palmdale	CA	93550	3/8/2005	3/8/2011
0235	2950 SOUTHMOST RD STE 106	BROWNSVILLE	TX	78521-5168	Wings By The Border, Inc.	33679 Holly Lane		Los Fresnos	TX	78566	3/11/2005	3/11/2011
0248	2900 N MESA ST STE J	EL PASO	TX	79902-2533	Norcross & Reeves Enterprises, LP	4421 Merritt Rd.		Sachse	TX	75048	3/28/2005	3/28/2011
0250	5621 BEECHNUT ST STE A	HOUSTON	TX	77096-1021	DuPlantis Services Group II, LLC	719 Sawdust Road, Suite 343		The Woodlands	TX	77380	4/11/2005	4/11/2011
0269	1155 S DALE MABRY HWY STE 3A	TAMPA	FL	33629-5020	Willmack Foods I, LLC	614 S. Lois Avenue		Tampa	FL	33609	4/19/2005	4/19/2011
0242	3309 DALLAS PKWY STE 499	PLANO	TX	75093-6414	Wings By Metten, Ltd.	17101 PRESTON RD STE 120		DALLAS	TX	75248-1369	5/25/2005	5/25/2011
0291	2001 W ALAMEDA AVE	DENVER	CO	80223-1922	Pinnacle Aurora East, LLC	10088 S. Brisbane Way		Hightlands Ranch	CO	80130	5/25/2005	5/25/2011
0249	543 W MCDERMOTT DR 2310 E EXPRESSWAY 83, #4	ALLEN	TX	75013-2705	Wings By Metten, Ltd.	17101 PRESTON RD STE 120		DALLAS	TX	75248-1369	5/31/2005	5/31/2011
0251		MISSION	TX	78572-2104	South of the Border Wings II, Inc.	511 Allen Drive		Euless	TX	76039	5/31/2005	5/31/2011
0245	1440 N HIGHWAY 77 STE I3	WAXAHACHIE	TX	75165-7847	Mason C. Golden Waxahachie Wing Company LP	1909 Windmill Hill Lane		DeSoto	TX	75115	6/1/2005	6/1/2011
0257	5187 HINKLEVILLE RD STE I	PADUCAH	KY	42001-9681	Word Enterprises LLC	25 Christian Court		Benton	KY	42025	6/10/2005	6/10/2011
0238	14925 SHADY GROVE RD UNIT H	ROCKVILLE	MD	20850-7731	Wingit Enterprises II, LLC	3712 Cardiff Court		Chevy Chase	MD	20815	6/22/2005	6/22/2011
0244	13015 WISTERIA DR	GERMANTOWN	MD	20874-2621	Wingit Enterprises III, LLC	3712 Cardiff Court		Chevy Chase	MD	20815	6/22/2005	6/22/2011

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0293	1648 DECOTO RD 402 S. Trenton 10439	UNION CITY Ruston	CA LA	94587- 3544 71270	West Coast Wings, LLC Clarence Jones	29928 Red Maple Court		Hayward Ruston	CA LA	94544	6/22/2005 6/29/2005	6/22/2011 6/29/2011
0283	INDIANAPOLIS BLVD	HIGHLAND	IN	46322- 3511	Bayou Boy Restaurants, LLC Beach City Partners No. 3, LLC	230 Fernwood Street		Hammond	IN	46324	7/5/2005	7/5/2011
0285	1781 NEWPORT BLVD STE C	COSTA MESA	CA	92627- 5063	CNL Wings VIII, Inc.	120 44th St.		New Port Beach	CA	92663	7/8/2005	7/8/2011
0254	2902 GOLIAD RD STE 125	SAN ANTONIO	TX	78223- 3973	Camp Bowie Wing Partners, LLC	401 Isom Road, Suite 210		San Antonio	TX	78232	7/25/2005	7/25/2011
0298	5800 LOVELL AVE STE 170	FORT WORTH	TX	76107- 5028	Mylandwings Enterprises LLC	3225 Rustic Meadows		Bedford	TX	76021	7/25/2005	3/24/2011
0252	19754 TOMBALL PKWY STE 4	HOUSTON	TX	77070- 3102	JT Wing 3, LLC	5606 Grand Floral Blvd.		Houston	TX	77041	7/26/2005	7/26/2011
0289	7910 N 43RD AVE STE 6	GLENDALE	AZ	85301- 1664	Eldridge Johns Inc.	22501 N. 61st Drive		Glendale	AZ	85310	7/28/2005	7/28/2011
0275	779 E YOSEMITE AVE STE D	MERCED	CA	95340- 8041	Broken Wings 3, Inc.	220 South 2nd St., Suite 2		Waco	TX	76701	8/1/2005	8/1/2011
0253	3024 S 31ST ST STE 3034	TEMPLE	TX	76502- 1802	The Bakersfield Wing Company, Inc.	249 North Brand Boulevard	Suite 431		CA	91203	8/11/2005	8/11/2011
0278	White Lane & Gosford Road, Suite 1 8447 ELK GROVE FLORIN RD	Bakersfield ELK GROVE	CA CA	95624 89130-	Wingalicious Restaurants, Inc.	1700 Devenport Court		Modesto	CA	95356	8/23/2005	8/23/2011
0241	4949 N RANCHO DR	LAS VEGAS	NV	89130- 3505	Winglord III, LLC Far West Restaurant Group, LLC	7024 Via Campanile		Las Vegas	NV	89131	8/24/2005	8/24/2011
0280	11445 SOUTH ST 15211	CERRITOS	CA	90703- 6600	YEA Investments Inc.	369 Ogde St. 385 South Lemon Ave. #E, Suite 455		Costa Mesa	CA	92629	8/26/2005	8/26/2011
0296	HAWTHORNE BLVD	LAWDALE	CA	90260	D & M Wing Team L.L.C.	P.O.Box 17105		Walnut	CA	91789	8/29/2005	8/29/2011
0282	2868 VISTA BLVD STE 112	SPARKS	NV	89434- 8043	Conception Holdings, Inc.	1095 Waterfall Way		Reno	NV	89511	9/14/2005	9/14/2011
0295	184 W FOOTHILL BLVD STE D-8	MONROVIA	CA	91016- 2172	Wings of Roselle, LLC	840 West Lake Street	Suite 414	Duarte	CA	91010	9/14/2005	9/14/2011
0273	1306 W LAKE ST STE 414	ROSELLE	IL	60172- 3363	C. Thomas Enterprises, LLC			Roselle	IL	60172	9/22/2005	9/22/2011
0272	10749 NORTH FREEWAY	HOUSTON	TX	77037- 1129	Winglord IV, LLC	7024 Via		Las Vegas	TX		10/4/2005	10/4/2011
0299	400 N. Nellis Blvd.,	Las Vegas	NV	89110					NV	89131	10/6/2005	10/6/2011

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	Suite 14					Campanile						
	22931 Soledad Canyon Road	Santa Clarita	CA	91350	The Fray Group, Inc.	22633 Lenopce Place		Chatsworth	CA	91311	10/19/2005	10/19/2011
0260	973 Pleasant Grove Blvd, Suite 100	Roseville	CA	95678	NORCAL Wings, Inc.	100 Sandburg Court		Roseville	CA	95747	11/15/2005	11/15/2011
0261	1504 W EXPRESSWAY 83	WESLACO	TX	78596-4397	Heavenly Wings, Ltd.	5515 Lamp Light Pass		Brownsville	TX	78526	11/18/2005	11/18/2011
0265	1838 E. Avenue J	Lancaster	CA	93535	GIMJ Investment Group II LLC	2110 East R10 Avenue		Palmdale	CA	93550	11/22/2005	11/22/2011
0264	2251 CLARIBEL RD STE B	RIVERBANK	CA	95367-9456	Just Wingin' It, Inc.	1713 Seven Falls		Modesto	CA	95355	11/28/2005	11/28/2011
0266	5910 DEL AMO BLVD	LAKEWOOD	CA	90713-1900	Far West Restaurant Group, LLC	369 Ogle St.		Costa Mesa	CA	92629	12/7/2005	12/7/2011
0267	5049 WHITTIER BLVD	LOS ANGELES	CA	90022-3116	Far West Restaurant Group, LLC	369 Ogle St.		Costa Mesa	CA	92629	12/7/2005	12/7/2011
0262	5208 N NAVARRO ST	VICTORIA	TX	77904-1703	Victoria Wings, Inc.	807 Sante Fe	Attn: Michael Hinojosa	Victoria	TX	77904	12/9/2005	12/9/2011
0268	3556 Knickerbocker Road	San Angelo	TX	76904	San Angelo Wingpartners LP	3225 Rustic Meadows		Bedford	TX	76021	12/9/2005	12/9/2011
0270	452 N THOMPSON LN STE C	MURFREESBORO	TN	37129-4310	Wings of Tennessee #1, LLC	22501 N. 61st Drive		Franklin	TN		12/15/2005	12/15/2011
0271	7515 W. Encanto Blvd	Phoenix	AZ		JT Wing 4, LLC	264 Challenger Avenue		Glendale	AZ	85310	12/21/2005	12/21/2011
0263	2488 WHIPPLE RD	HAYWARD	CA	94544-7808	Wingship & Associates, Inc.	8705 Creede Trail		San Jose	CA	95127	12/30/2005	12/30/2011
0274	5510 4th Street, Suite 220	Lubbock	TX	79419	Hermann Kelly, Inc.	8705 Creede Trail		Fort Worth	TX	76112	1/4/2006	1/4/2011
0276	140 Hidden Valley Parkway, Suite J	Norco	CA	92860	New Envisions, Inc.	3795 Peregrin Circle		Corona	CA	92881	1/5/2006	1/5/2011
0277	1806 Ximeto Avenue	Long Beach	CA	90815	Kingdom Resources, Inc.	12750 Center Court Drive		Cerritos	CA	90703	1/6/2006	1/6/2011
0281	4200 Chino Hills Parkway, #105	Chino Hills	CA	91709	Heavenly Wings, Inc.	16378 Fox Hollow Way		Chino Hills	CA	91709	1/17/2006	1/17/2011
0279	3825 Crenshaw Blvd, #104	Los Angeles	CA	90016	R&G Westwing, Inc.	8406 Glider Avenue		Los Angeles	CA	90045	1/23/2006	1/23/2011
0284	2777 W. Craig Road	Las Vegas	NV	89032	Wingford V, LLC	7024 Via Campanile Avenue		Las Vegas	NV	89131	2/1/2006	2/1/2011
0287	5850 FM 802, E-1	Brownsville	TX	78522	Wings By The Border II, Inc.	33679 Holly Lane		Los Fresnos	TX	78566	2/8/2006	2/8/2011

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'Store Number'	'Store Address 1'	'Store City'	'Store State'	'Store Zip'	'FR Name'	'FR Address 1'	'FR Address 2'	'FR Address City'	'FR Address State'	'FR Address Zip'	'FA Effective Date'	'FA Expiration Date'
0292	2260 Lincoln Avenue Suite C	Altadena	CA	91001-5432	LMS Wings LLC #2	20037 SE 19th Street		Sammamish	WA	98075	2/22/2006	2/22/2011
0297	2125 W. Southlake Blvd., Suite 375	Southlake	TX	76092	CMRG-5 Investments LP	4100 El Dorado Parkway	Suite 100-396	McKinney	TX	75070	3/9/2006	3/9/2011
	1117 North Harbor Blvd.	Fullerton	CA	92832-1312	California Wings, Inc.	12307 Creekswood Avenue		Cerritos	CA	90703	3/21/2006	3/21/2011
0300	566 W. Army Trail Road	Carol Stream	IL	60188	Wings of Roselle, LLC	840 West Lake Street	Suite 414	Roselle	IL	60172	4/3/2006	4/3/2011
0301	3662 West Ina Road, Suite 110	Marana	AZ		Wild West Wings, LLC	6096 N. Benjamin Place		Tucson	AZ	85743	4/5/2006	4/5/2011
0302	1488 Constitution Blvd.	Salinas	CA	93906	Dekati Young, Inc.	1838 Massachusetts Drive		Salinas	CA	93905	4/20/2006	4/20/2011
0303	20700 Avalon Boulevard, Suite 565	Carson	CA	90746	O'Leary-Smith Development, LLC	19113 Kemp Avenue		Carson	CA	90746	4/20/2006	4/20/2011
0307	7206 Highway 6	Missouri City	TX	77459	A2K Company, Inc.	4902 Riverstone Crossing		Sugar Land	TX	77479	5/30/2006	5/30/2011

4836-6334-6688.4

GEFF Contract No. 31012
GEFF No. 8003-9301 et al

EXHIBIT D
FORM OF ANNUAL STATEMENT

4836-6334-6688.4

GEFF Contract No. 31012
GEFF No. 8003-9301 et al

TRADEMARK
REEL: 003337 FRAME: 0266

Batch Summary Report by ID Number

The One Net ACH
WINGSTOP RESTAURANTS

Company Name: WINGSTOP RESTAU
Application Name: Consumer Debits & Credits
Database Name: ROYALTIES

Name	ID Number
J P GOWING ON INC	1001
#1 WINGPARTNERS LLC	1002
R & B TEXAS WINGS INC	1003
T HICKS INC	1004
C W WINGS LP	1005
CNL WINGS INC	1006
SIDEBITE INC	1007
J HOING LLC	1008
MAC WINGS INC	1009
SIDEBITE, INC	1010
J WINGS INC	1011
FIDELIS CORPORATION	1012
C W WINGS LP	1013
WINGCAP INC	1014
JAMN INC	1015
GAP ENTERPRISES LLC	1016
WING N WING, LLC	1017
WC WINGS INC	1018
KINDLE-ELLIS INVESTMEN	1019
THE FOISON GROUP LLC	1020
R & B TEXAS WINGS INC	1021
BROKEN WINGS INC	1022
CNL WINGS II, INC	1023
ALFIEMATEN, INC	1024
PRT WINGS INC	1025
WINGS MANAGEMENT GROUP	1026
MAC WINGS OF TEXAS LP	1027
T HICKS ENTERPRISES LP	1028
WING-GO LLP	1029
POULLARD ENTERPRISES I	1030
J SQUARED EXPORTS INC	1031
J P GOWING ON INC	1032
G M HICKS ENTERPRISES	1033
FORTUONO, INC	1034

Batch Summary Report by ID Number

Effective Date: 03/03/2004
Batch Sequence: 1
Batch Status: Released

Amount	D/C	Bank ID	Account #	C/S	Trace #
\$592.66	D	111000026	004770550509	C	
\$654.24	D	113024520	1034644	C	
\$1,051.65	D	111010060	0048777	C	
\$686.59	D	114000093	236127800	C	
\$910.55	D	111001040	400158055	C	
\$750.91	D	111800659	1007449836	C	
\$810.40	D	111000025	004772004091	C	
\$812.69	D	111000025	004761931548	C	
\$476.64	D	111000025	4771979459	C	
\$625.87	D	111000025	004772004091	C	
\$949.39	D	111908271	011114417	C	
\$886.56	D	111000025	004770971164	C	
\$784.26	D	111001040	400158071	C	
\$644.02	D	111014325	2501801451	C	
\$651.99	D	111000614	1562553451	C	
\$357.55	D	065400137	1592018228	C	
\$584.11	D	111000025	004761831824	C	
\$362.32	D	082000019	07141098	C	
\$862.60	D	111907445	75693966	C	
\$340.01	D	061000052	003273711277	C	
\$730.53	D	111010080	0053140	C	
\$481.43	D	314870664	3802376244	C	
\$920.45	D	111800659	1007449844	C	
\$427.70	D	103000130	828051509	C	
\$393.58	D	081000032	003473027727	C	
\$721.78	D	111900659	0812742460	C	
\$429.21	D	111008025	004770580267	C	
\$938.92	D	114000093	236128335	C	
\$589.31	D	111000614	1576238735	C	
\$514.83	D	113000023	005772658976	C	
\$505.87	D	303872793	717165586	C	
\$545.88	D	111000025	004771510168	C	
\$510.06	D	111000025	00477445528	C	
\$578.33	D	111000025	4762898771	C	

Batch Summary Report by ID Number

ID Number	Company Name	Amount	Code	ID Number	Company Name	Amount	Code
1035	J WINGS INC	\$477.48	D	113000023		065777683418	C
1036	PINNACLE FOOD & BEVERA	\$546.37	D	111900659		3704607663	C
1037	DG WINGS INC	\$843.03	D	063109702		0410735502	C
1038	CNL WINGS III INC	\$1,280.99	D	111900659		1007449861	C
1039	ILLINOIS WINGS INC	\$552.33	D	072000315		628746393	C
1040	NAULS DEVELOPMENT CO	\$873.28	D	314086681		3357703	C
1041	EASTCHASE WINGPARTNERS	\$662.68	D	112321939		140-1058	C
1042	TOP WINGS INC	\$331.99	D	113010547		88620100	C
1043	PRT WINGS INC	\$477.72	D	086506266		015-377	C
1044	MEWINGMO LTD	\$775.38	D	111014325		2901901616	C
1045	PRT WINGS INC	\$308.87	D	086506266		015377	C
1046	LES BON TEMP ROULER WI	\$278.40	D	111001040		400159301	C
1047	R&B WINGS INC	\$385.98	D	063000047		003448671603	C
1048	S E WINGS ONE LLC	\$550.25	D	061104314		0801000351	C
1049	LOUISIANA WINGS LLC	\$520.11	D	065000090		882363007	C
1050	CM WINGS INC	\$582.92	D	314086637		4623971071	C
1051	#1 WINGPARTNERS LLC	\$467.45	D	114000093		860004189	C
1052	GAWTHORP INVESTMENTS	\$375.98	D	111001150		868905079365	C
1053	SPEEDY WINGS ENTERPRIS	\$487.65	D	111001150		883604312965	C
1054	BEAVER WINGS 1, LLC	\$432.55	D	111000614		1588262672	C
1055	CNJ WINGS INC	\$565.42	D	111900659		9080421788	C
1056	HTL ENTERPRISES, INC	\$553.80	D	113000609		888904299455	C
1057	LNN INC	\$628.97	D	271071321		8352027238	C
1058	WB WINGS, LTD	\$341.94	D	113000609		162803512265	C
1059	VILLAMAR RESTAURANTS	\$223.12	D	063109430		61797114	C
1060	AZK COMPANY, INC	\$573.88	D	111900659		2018114223	C
1061	FAME WING, LP	\$602.66	D	111001040		400158007	C
1062	WEST TEXAS WINGPARTNER	\$623.48	D	112321939		1401467	C
1063	HERRMAN KELLY INC	\$417.70	D	111907445		85046318	C
1064	B & N WINGS LLC	\$373.42	D	103800036		802940291	C
1065	KSC INC	\$673.08	D	122402036		0310001870	C
1066	FLY BOYS LP	\$385.63	D	111993776		3940702124	C
1067	BM WINGS, LP	\$235.83	D	113010547		87965645	C
1068	R & R STOP, LTD	\$598.26	D	114909013		61109484	C
1069	ALFRED NICK PENA, INC	\$457.76	D	121042882		125171461	C
1070	BREVITT LANE & ASSC LL	\$285.68	D	061000052		003278054970	C
1071	BEAVER COMPANY, LP	\$301.16	D	111000614		1598262705	C
1072	LAKE WORTH WINGPARTNER	\$425.41	D	114000983		860005835	C
1073	NORCROSS & REEVES ENT	\$640.37	D	111317857		4904142322	C
1074	ABSOLUTELY WINGS LP	\$461.19	D	111001040		400158824	C
1075	VINBA CORPORATION	\$570.92	D	055002707		702742521	C
1076	GLOBAL VISIONS CONNECT	\$235.57	D	061000258		86540977	C
1077	BROKEN WINGS 2, INC	\$644.53	D	314970064		3802378251	C
1078	T O WINGS, LLC	\$548.13	D	107006444		8657067986	C

Batch Summary Report by ID Number

1079	MC WING INC	\$481.82	D	257083763	0055560287	C
1081	ROYSTIN, INC	\$377.37	D	103000130	828066626	C
1082	TIMJEN, LLC	\$456.58	D	085400137	1591526015	C
1083	CALIFORNIA WINGS GROUP	\$613.53	D	122000661	0878704745	C
1084	IRAJ, INC.	\$404.44	D	111323731	1004727	C
1086	SUPER CHICKEN WINGS LL	\$278.60	D	113000609	316845086565	C
1087	SHERRY TUB LTD	\$355.39	D	111000025	004782667382	C
1088	WILD WEST WINGS LLC	\$683.81	D	122105278	1003701123	C
1089	SOUTH OF THE BORDER WI	\$481.66	D	114808013	0051116560	C
1090	CURRIE WINGS, LTD	\$545.88	D	111308956	062891	C
1091	CNO ENTERPRISES LLC	\$403.95	D	113005548	201001683	C
1092	TDH CAPITAL, LLC	\$741.20	D	111000025	004773770650	C
1093	WINGS IN T-TOWN LP	\$658.55	D	082000109	8036817986	C
1094	PINNACLE FOOD & BEV LL	\$444.92	D	102000076	8599944019	C
1095	RONNIE NORCROSS	\$473.20	D	111010080	0063362	C
1096	ILLINI WINGS, INC.	\$291.16	D	072000915	628746406	C
1097	ST. LOUIS WINGS LLC	\$719.89	D	101000018	231304141	C
1098	CNL WINGS V, INC.	\$577.25	D	111800659	1007448869	C
1099	WEST PENN YOGURT CORP	\$311.76	D	072410123	3182108039	C
1100	WINGBATS L.L.C.	\$367.91	D	107006319	0065620189	C
1101	STEPHEN W FORTUNATO	\$413.44	D	081101155	2000008200583	C
1102	NORCROSS & RECNEFS LP	\$450.00	D	111317857	4804142284	C
1103	WING IT ENTERPRISES, L	\$455.13	D	055000207	1000004836554	C
1104	JAMN INC.	\$332.78	D	111907445	10782835	C
1105	DG WINGS, INC.	\$508.76	D	063109702	0410735502	C
1108	AARON COLEMAN	\$454.54	D	081000032	003478269250	C
1107	GAYE FLOWERS - PAM REN	\$375.96	D	085400137	1591912884	C
1108	P51 WINGS, INC	\$357.55	D	111001169	373405808765	C
1109	CHAD CARTERBURY	\$575.84	D	111103624	1021348	C
1110	HOUSE OF WINGS, LLC	\$255.54	D	083101121	5198117759	C
1111	LM WINGS, LP	\$282.06	D	111807445	11883095	C
1112	A WING AND A PRAYER IN	\$286.26	D	064000069	151200292848	C
1113	SCOTT OGG	\$271.30	D	101000187	145590723287	C
1114	PORTWING, LTD	\$275.21	D	111014325	2801808172	C
1115	SUPERIOR WINGS, INC.	\$343.17	D	104000029	150880638841	C
1116	KC WINGTEAM, LLC	\$335.21	D	101217888	1101269	C
1117	FATSD, INC.	\$288.43	D	104000015	110181169	C
1118	WING KING, INC.	\$399.70	D	088305802	8001070847	C
1119	WHY ENTERPRISES, INC	\$378.14	D	111923807	1454382	C
1120	ST. LOUIS WINGS	\$524.70	D	101000019	231304141	C
1121	JME WINGS I, LLC	\$328.76	D	063101121	6184861695	C
1122	ANIRUDHA GAIDHANE	\$383.85	D	061000017	004119385784	C
1123	RUSSELL OF WINGS, LP	\$405.27	D	111900659	7845645172	C
1124	LMS WINGS, LLC	\$612.12	D	122000681	2150802081	C

<https://ach2.theonenet.com/WebCM/RptBatchSum ViewForm.asp>

EXHIBIT E
FRANCHISEE NOTICE
NOTICE TO FRANCHISEES

Persons and Entities on attached Distribution List

Ladies and Gentlemen:

Reference is made to the Franchise Agreements (the "Franchise Agreement") between each of you and Wingstop Restaurants, Inc. described on Exhibit A hereto.

Wingstop Restaurants, Inc. (the "Debtor") has assigned its interest in the Franchise Agreements to GE Capital Franchise Finance Corporation ("Lender") as additional security for a loan made by Lender to Debtor.

Debtor and Lender hereby jointly authorize and direct you to remit all payments imposed under your respective Franchise Agreement now or hereafter due to Debtor under the Franchise Agreements in the manner described on Exhibit B hereto or in such other manner as Lender may notify you of in writing subsequent to the date of this letter.

If you have any questions, you may contact GE Capital Franchise Finance Corporation, 8377 Hartford Drive, Scottsdale, Arizona 85255, attention: Collateral Management.

Sincerely,

WINGSTOP RESTAURANTS, INC.,
a Texas corporation

By: _____
Printed Name: _____
Title: _____

GE CAPITAL FRANCHISE FINANCE
CORPORATION, a Delaware corporation

By: _____
Printed Name: _____
Title: _____

EXHIBIT A TO NOTICE TO FRANCHISEES
FRANCHISE AGREEMENTS

4836-6334-6688.4

GEFF Contract No. 31012
GEFF No. 8003-9301 et al

TRADEMARK
REEL: 003337 FRAME: 0271

EXHIBIT B TO NOTICE TO FRANCHISEES
REMITTANCE INSTRUCTIONS

4836-6334-6688.4

GEFF Contract No. 31012
GEFF No. 8003-9301 et al

RECORDED: 06/23/2006

TRADEMARK
REEL: 003337 FRAME: 0272