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
Johnny Rockets Licensing Corporation		03/20/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1436052	JOHNNY ROCKETS
Serial Number:	76355040	JOHNNY ROCKETS FOUNTAIN FAVORITES
Registration Number:	2843543	JOHNNY ROCKETS FOUNTAIN FAVORITES
Serial Number:	76977474	JOHNNY ROCKETS ROCKET KIDS
Registration Number:	3139461	JOHNNY ROCKETS ROCKET KIDS
Registration Number:	2871302	JOHNNY ROCKETS ROCKET KIDS
Registration Number:	2672110	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	2672109	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1951318	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1522028	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1448387	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1740033	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1436053	JOHNNY ROCKETS THE ORIGINAL HAMBURGER

OP $615.00 1436052

Registration Number:	2121050	"RED RED SAUCE"
Registration Number:	2726750	ROCKET DOUBLE
Registration Number:	3175266	ROCKET KIDS ROCKET READER
Registration Number:	3175267	ROCKET KIDS ROCKET READER
Registration Number:	3063291	ROCKET POUNDER
Registration Number:	2723665	ROCKET RETAIL
Registration Number:	3063349	ROCKET SALAD
Registration Number:	2726751	ROCKET SINGLE
Serial Number:	77093884	ROCKET TRIPLE
Registration Number:	3063348	ROCKET WINGS
Registration Number:	2129076	STREAMLINER

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606-6401

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	03/21/2007

Total Attachments: 8

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2007, is made by JOHNNY ROCKETS LICENSING CORPORATION ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 20, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Johnny Rockets Group, Inc., a Delaware corporation (the "Borrower"), Holdings, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOHNNY ROCKETS LICENSING CORPORATION
as Grantor

By: _____
Name: Michael R. Shumsky
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOHNNY ROCKETS LICENSING CORPORATION
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title: Kelly A. Hallford
Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

Intellectual Property

Mark	Country	Application Number/ Registration Number	Filing Date/ Registration Date	Owner
JOHNNY ROCKETS	USA	Appl. No. 73/618,993; Reg. No. 1,436,052	Filing Date 9/9/1986; Reg. Date 4/7/1987	Johnny Rockets Licensing Corp.
JOHNNY ROCKETS FOUNTAIN FAVORITES	USA	Appl. No. 76/355,040	Filing Date 12/21/2001	Johnny Rockets Licensing Corp.
	USA	Appl. No. 76/354,068; Reg. No. 2,843,543	Filing Date 12/21/2001; Reg. Date 5/18/2004	Johnny Rockets Licensing Corp.
JOHNNY ROCKETS ROCKET KIDS	USA	Appl. No. 76/977,474	Filing Date 5/8/2003	Johnny Rockets Licensing Corp.
JOHNNY ROCKETS ROCKET KIDS	USA	Appl. No. 76/514,043; Reg. No. 3,139,461	Filing Date 5/8/2003; Reg. Date 9/5/2006	Johnny Rockets Licensing Corp.
	USA	Appl. No. 76/541,740; Reg. No. 2,871,302	Filing Date 8/21/2003; Reg. Date 8/10/2004	Johnny Rockets Licensing Corp.
	USA	Appl. No. 76/388,864; Reg. No. 2,672,110	Filing Date 3/29/2002; Reg. Date 1/7/2003	Johnny Rockets Licensing Corp.
	USA	Appl. No. 76/388,861; Reg. No. 2,672,109	Filing Date 3/29/2002; Reg. Date 1/7/2003	Johnny Rockets Licensing Corp.

Mark	Country	Application Number/ Registration Number	Filing Date/ Registration Date	Owner
Johnny Rockets THE ORIGINAL HAMBURGER	USA	Appl. No. 74/642,898; Reg. No. 1,951,318	Filing Date 3/6/1995; Reg. Date 1/23/1996	Johnny Rockets Licensing Corp.
Johnny Rockets THE ORIGINAL HAMBURGER	USA	Appl. No. 73/733,648; Reg. No. 1,522,028	Filing Date 6/13/1988; Reg. Date 1/24/1989	Johnny Rockets Licensing Corp.
Johnny Rockets THE ORIGINAL HAMBURGER	USA	Appl. No. 73/618,992; Reg. No. 1,448,387	Filing Date 9/9/1986; Reg. Date 7/21/1987	Johnny Rockets Licensing Corp.
Johnny Rockets THE ORIGINAL HAMBURGER	USA	Appl. No. 74/251,304; Reg. No. 1,740,033	Filing Date 3/2/1992; Reg. Date 12/15/1992	Johnny Rockets Licensing Corp.
Johnny Rockets THE ORIGINAL HAMBURGER	USA	Appl. No. 73/618,994; Reg. No. 1,436,053	Filing Date 9/9/1986; Reg. Date 4/7/1987	Johnny Rockets Licensing Corp.
RED RED SAUCE	USA	Appl. No. 75/125,668; Reg. No. 2,121,050	Filing Date 6/26/1996; Reg. Date 12/16/1997	Johnny Rockets Licensing Corp.
ROCKET DOUBLE	USA	Appl. No. 76/388,855; Reg. No. 2,726,750	Filing Date 3/29/2002; Reg. Date 6/17/2003	Johnny Rockets Licensing Corp.
ROCKET KIDS ROCKET READER	USA	Appl. No. 78/587,563; Reg. No. 3,175,266	Filing Date 3/15/2005; Reg. Date 11/21/2006	Johnny Rockets Licensing Corp.
Rocket Reader	USA	Appl. No. 78/587,571; Reg. No. 3,175,267	Filing Date 3/15/2005; Reg. Date 11/21/2006	Johnny Rockets Licensing Corp.
ROCKET POUNDER	USA	Appl. No. 78/579,915; Reg. No. 3,063,291	Filing Date 3/3/2005; Reg. Date 2/28/2006	Johnny Rockets Licensing Corp.

Mark	Country	Application Number/ Registration Number	Filing Date/ Registration Date	Owner
ROCKET RETAIL	USA	Appl. No. 76/388,865; Reg. No. 2,723,665	Filing Date 3/29/2002; Reg. Date 6/10/2003	Johnny Rockets Licensing Corp.
ROCKET SALAD	USA	Appl. No. 78/581,479; Reg. No. 3,063,349	Filing Date 3/7/2005; Reg. Date 2/28/2006	Johnny Rockets Licensing Corp.
ROCKET SINGLE	USA	Appl. No. 76/388,862; Reg. No. 2,726,751	Filing Date 3/29/2002; Reg. Date 6/17/2003	Johnny Rockets Licensing Corp.
ROCKET TRIPLE	USA	Appl. No. 77/093,884	Filing Date 1/29/2007	Johnny Rockets Licensing Corp.
ROCKET WINGS	USA	Appl. No. 78/581,476; Reg. No. 3,063,348	Filing Date 3/7/2005; Reg. Date 2/28/2006	Johnny Rockets Licensing Corp.
STREAMLINER	USA	Appl. No. 75/249,142; Reg. No. 2,129,076	Filing Date 2/27/1997; Reg. Date 1/13/1998	Johnny Rockets Licensing Corp.
JOHNNY ROCKETS	USA/ California	Reg. No. 28099	Filing Date 8/8/1986; Reg. Date 9/10/1986	Johnny Rockets Licensing Corp.
JOHNNY ROCKETS (Stylized Circle)	USA/ California	Reg. No. 82601	Filing Date 9/3/1986; Reg. Date 9/10/1986	Johnny Rockets Licensing Corp.
JOHNNY ROCKETS (Stylized Circle)	USA/ California	Reg. No. 82600	Filing Date 9/3/1986; Reg. Date 9/10/1986	Johnny Rockets Licensing Corp.
JOHNNY ROCKETS (Stylized Circle)	USA/ California	Reg. No. 28098	Filing Date 9/3/1986; Reg. Date 9/10/1986	Johnny Rockets Licensing Corp.
JOHNNY ROCKETS (Stylized Circle)	USA/ California	Reg. No. 092022	Filing Date 2/15/1990; Reg. Date 4/2/1990	Johnny Rockets Licensing Corp.

Mark	Country	Application Number/ Registration Number	Filing Date/ Registration Date	Owner
JOHNNY ROCKETS	USA/Georgia	Reg. No. T8460	Filing Date 6/2/1988; Reg. Date 6/23/1988	Johnny Rockets Licensing Corp.