TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Five Guys, Inc.		10/09/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Five Guys Holdings, Inc.
Street Address:	10440 Furnace Road, Suite 205
City:	Lorton
State/Country:	VIRGINIA
Postal Code:	22079
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3079591	FIVE GUYS FAMOUS BURGERS AND FRIES

CH $40.00 3079591

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-585-8000
Email: nptm@nixonpeabody.com
Correspondent Name: David L. May
Address Line 1: 401 9th Street NW, Suite 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	747000-3
NAME OF SUBMITTER:	David L. May
Signature:	/david l. may/
Date:	08/13/2008

Total Attachments: 10
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Agreement"), is entered into and dated effective October 9, 2007 (the "Effective Date"), by and between **Five Guys, Inc.**, a Virginia corporation having a principal place of business at 4825 Maury Lane, Alexandria, Virginia 22304 ("Assignor"), and **Five Guys Holdings, Inc.**, a Delaware corporation having a principal place of business at 8390 Terminal Road, Suite B, Lorton, VA 22079 ("Assignee").

RECITALS

WHEREAS, Assignor, solely in exchange for the receipt from Assignee of 77,679.165 shares of Assignee's common stock, desires to assign and transfer to Assignee all right, title and interest, in and to the trademarks identified on Exhibit A, including any trademarks protected under common law and related United States trademark applications and registrations, attached hereto and incorporated herein (the "Marks"), together with any and all goodwill of the business associated with the Marks (the "Goodwill"), and the copyrighted works identified on Exhibit A (the "Copyrighted Works"), and Assignor desires to reveal the business data identified on Exhibit A to Assignee for Assignee to use with the Marks (the "Business Data"); and

WHEREAS, [redacted]

WHEREAS, Assignor and Assignee desire to record assignment of the Marks; and

WHEREAS, Assignor and Assignee desire the assignment and issuance herein to qualify under section 351 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, Assignor and Assignee hereby agree as follows:

ARTICLE 1
ASSIGNMENT

1.1 Assignment. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks together with (a) the Goodwill, and (b) all causes of action, claims and demands arising from any infringement, including past infringements, of the Marks. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Copyrighted Works, and access to the Business Data, except that Assignor will retain only enough interest in the Copyrighted Works and the Business Data to continue indefinite operation of the eight restaurants currently held by Assignor and described on Exhibit B.

1.2 [redacted]

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1.3 Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Assignor is the owner of all right, title and interest in and to the Marks and the Copyrighted Works;

(b) Assignor has all requisite power and authority to assign all of the rights in the Marks and the Copyrighted Works to Assignee, and all action on the part of Assignor necessary for the authorization, execution and delivery of this Assignment and the performance of all obligations hereunder have been duly and validly taken;

(c) Upon the execution of this Assignment, Assignee shall own all right, title and interest in the Marks and the Copyrighted Works free and clear of any liens, claims, licenses, reservations or encumbrances of Assignor or any third party, except for Assignor's reserved rights in the Copyrighted Works;

(d) There is no pending or, to the knowledge of Assignor, threatened claim or litigation against Assignor contesting the validity of Assignor's rights in the Marks or the validity of the registration associated therewith (nor, to the knowledge of Assignor, does there exist any basis for any of the foregoing). Assignor has not received any notice that the use of the Marks or the Copyrighted Works conflicts, or shall conflict, with the asserted rights of others, nor, to the knowledge of Assignor, does there exist any basis for any such conflict; and

(e) This Assignment shall not violate any judgment, decree, law, regulation or order, or any covenant or agreement to which Assignor is a party or by which it is bound.

(f) The Marks, the Goodwill, the Copyrighted Works and the Business Data represent all of the intellectual property owned by Assignor.

ARTICLE 2
CONFIDENTIALITY

2.1 Confidentiality. Except for the public filing of a Trademark Assignment executed contemporaneously to this Agreement, each of the parties hereto agrees that it will treat as confidential any and all information received from the other in connection with the negotiation, execution and performance of this Agreement (including, without limitation, the existence of this Agreement), and unless otherwise required by applicable law, will not disclose any such information to any third party without the prior written consent of the other. Notwithstanding the preceding sentence, neither party shall be obligated to keep confidential any information which:

(a) is known to it (as evidenced by its written records) prior to the receipt thereof from the other;

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(b) is disclosed to it by a third party without any knowledge by the recipient party of the existence of any obligation of the third party not to disclose such information; or

(c) without any fault on its part, is in the public domain or becomes generally known.

ARTICLE 3
INDEMNIFICATION AND NOTICE OF CLAIMS

3.1 Indemnification. Each party shall indemnify and hold harmless the other from and against all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, liabilities for attorneys' fees (such items being hereinafter collectively referred to as "Loss and Expense") suffered or incurred directly or indirectly as a result of (i) any breach of any representation or warranty made by a party under this Agreement, or (ii) any failure by a party to perform or fulfill any of its covenants or agreements set forth in this Agreement or any agreement executed in connection herewith.

3.1.1 Notice of Claims. If either party believes that it has suffered or incurred any Loss and Expense, such party shall notify the other promptly in writing describing such Loss and Expense, the amount thereof, if known, and the method of computation of Loss and Expense, all with reasonable particularity and containing references to the provisions of this Agreement in respect of which such Loss and Expense shall have occurred. If any action at law or suit in equity is instituted by any third party with respect to which either party hereto intends to claim liability or expense as Loss and Expense under this Section 3, such party shall promptly notify the indemnifying party of such action or suit.

3.1.2 Third-Party Actions. If any action at law or suit in equity is instituted by a third party with respect to which an indemnified party hereunder intends to claim any liability, loss or expense under this Agreement, the indemnified party shall promptly notify the indemnifying party of such action or suit. The indemnifying party shall have the right to conduct and control, through counsel of its own choosing, any such third-party claim, action or suit, but the indemnified party may, at its election, participate in the defense of any such claim, action or suit at its sole cost and expense; provided, however, that if the indemnifying party shall fail to defend any such third-party claim, action or suit, then the indemnified party may defend, through counsel of its own choosing, such claim, action or suit and (so long as it gives the indemnifying party at least fifteen (15) days written notice of the terms of the proposed settlement thereof and permits the indemnifying party then to undertake the defense thereof) to settle such claim, action or suit, and to recover from the indemnifying party the amount of such settlement or of any judgment and the costs and expenses of such defense, including reasonable attorneys' fees.

3.2 Infringements. Assignee shall, in its sole discretion, hold the right to prosecute any legal or equitable action against any person or entity who may be infringing on the Marks or the Copyrighted Works, bearing the cost of any such action. Assignor shall promptly notify

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Assignee of any infringements of any of the Marks by third parties, or any act of unfair competition by third parties relating to the Marks or the Copyrighted Works, whenever such infringements or acts shall come to Assignor's attention. After receipt of such notice from Assignor, Assignee shall take action to stop such infringement or acts as it deems proper in its reasonable discretion. Assignor shall cooperate with Assignee to stop such infringements or acts and, if so required by Assignee, shall join with Assignee as a party to any action brought by Assignee for such purpose, using counsel of Assignee' choosing at Assignee' expense. Should Assignor elect to also be represented by its own counsel in any such proceeding, Assignor will be responsible for the fees of such counsel.

ARTICLE 4
TERM AND TERMINATION

4.1 Term. The term ("Term") of this Agreement shall commence on the Effective Date and continue indefinitely, until terminated pursuant hereto.

4.2 Assignment Termination. The assignment provisions of this Agreement may only be terminated through failure of consideration expressly granted herein.

ARTICLE 5
NOTICES

5.1 Notices. Unless otherwise specified herein, all notices, demands and other communications that may be or are required to be given hereunder or with respect hereto shall be in writing and shall be given either by personal delivery, by overnight delivery service or by certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given or made when personally delivered, the next business day following the date such notice was sent by overnight delivery service, or three (3) days after the date such notice was deposited in the mail, as the case may be, and shall be addressed as follows:

If to Five Guys, Inc.:

Five Guys, Inc.
4825 Maury Lane
Alexandria, Virginia 22304

If to Five Guys Holdings, Inc.:

Five Guys Holdings, Inc.
8390 Terminal Road, Suite B,
Lorton, Virginia 22079
Attn: Dale E. Thompson, General Counsel

Either party may change its address for purposes of notice pursuant to the Agreement by notifying the other party of such change of address in the manner set forth above.

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ARTICLE 6
MISCELLANEOUS

6.1 Entire Agreement. This Agreement, together with the Recitals, and attached Exhibits incorporated herein by reference, constitutes the entire agreement between the parties and supersedes and cancels all prior agreements, written or oral, between them relating to the subject matter hereof.

6.2 Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

6.3 Waiver of Provisions. The terms, covenants and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of the Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof. No waiver by any party of any condition or other breach of any provision, term or covenant in this Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of any other provision, term or covenant of this Agreement.

6.4 Captions. The captions of Sections of this Agreement are for convenience of the parties only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

6.5 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law effective during the Term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.7 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia respecting contracts entered into and performed within that State, without giving effect to any principles of conflicts of law.

6.8 Surviving Provisions. The following Articles and Sections shall survive any termination or expiration of this Agreement: Section 1.3, Articles 2, 3, 4, 5 and 6.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. For purposes of this Agreement, a facsimile signature shall be deemed an original.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers.

FIVE GUYS, INC.

By: _____

_____
Title

FIVE GUYS HOLDINGS, INC.

By: _____

_____
Title

WCSR 3734026v6

EXHIBIT A

FIVE GUYS, INC.

TRADEMARKS:

FIVE GUYS	Reg. No. 2,576,160	Restaurant Service International Class 42
FIVE GUYS HAMBURGERS	Common Law	
Five Guys Restaurant Sign Design	Common Law	
Five Guys Restaurant Trade Dress	Common Law	

COPYRIGHTED WORKS:

Five Guys Restaurant Menus	Common Law
Five Guys Restaurant Menu Boards	Common Law
Five Guys Restaurant Signage	Common Law
Five Guys Restaurant Brochure	Common Law
Five Guys Restaurant architectural and engineering plans	Common Law
Five Guys Restaurant interior and exterior design drawings	Common Law
Five Guys Restaurant food/bar equipment designs and specifications	Common Law

BUSINESS DATA:

Five Guys Restaurant	Supplier List
Five Guys Restaurant	Interior and Exterior Photographs

EXHIBIT B

RESTAURANT LOCATIONS

1. 4626 King Street, Alexandria, Virginia 22302 (or to such location as the same may be relocated) (Store #02)

2. 6541 Backlick Road, Springfield, Virginia 22150 (or to such location as the same may be relocated) (Store #03)

3. 107 N. Fayette Street, Alexandria, Virginia 22314 (or to such location as the same may be relocated) (Store #04)

4. 14001 Jefferson Davis Highway, Woodbridge, Virginia 22191 (or to such location as the same may be relocated) (Store #05)

5. 7622 Richmond Highway, Alexandria, Virginia 22306 (or to such location as the same may be relocated) (Store #06)

6. 6210 Quander Road, Alexandria, Virginia 22307 (or to such location as the same may be relocated) (Store #17-07)

7. 1515 Stafford Market Place, Suite 117, Stafford, Virginia 22556 (or to such location as the same may be relocated) (Store #18-08)

8. 13580 Foulger Square, Woodbridge, Virginia 22191 (or to such location as the same may be relocated) (Store #54)

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT (this "**Amendment**"), is entered into by and between FIVE GUYS, INC., a Virginia corporation ("**Assignor**"), and FIVE GUYS HOLDINGS, INC., a Delaware corporation ("**Assignee**"). Assignor and Assignee are also referred to herein as the "**Parties**."

RECITALS

WHEREAS, on October 9, 2007 (the "**Assignment Date**"), the Parties entered into an Intellectual Property Assignment Agreement ("**IP Assignment**") pursuant to which Assignor assigned and transferred to Assignee all right, title and interest, in and to certain Marks, Goodwill, Copyrighted Works and Business Data (in each case, as defined in the IP Assignment) (collectively, the "**IP**") in exchange for certain shares of common stock of Assignee; and

WHEREAS, the Parties inadvertently omitted to set forth on Exhibit A to the IP Assignment certain IP that the Parties intended to be assigned pursuant to the IP Assignment (the "**Omitted IP**"); and

WHEREAS, the Parties are entering into this Amendment to amend and restate Exhibit A to the IP Assignment to reflect the inclusion of the Omitted IP as an additional contribution to capital by Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the Parties hereby agree as follows:

1. Amendment and Replacement of Exhibit A to the IP Assignment. Exhibit A to the IP Assignment Agreement is hereby amended and replaced with the Exhibit A attached hereto.

2. Representations and Warranties. Each Party represents and warrants that with respect to itself, such Party has full power and authority to enter into this Amendment and to perform its respective obligations hereunder, and that this Amendment constitutes a valid agreement enforceable by its terms against such Party.

3. Effect on IP Assignment. Except as expressly set forth herein, the IP Assignment shall continue in full force and effect in accordance with the provisions thereof. The terms of this Amendment shall be governed by and construed in accordance with the provisions of the IP Assignment. Anything to the contrary in this Amendment notwithstanding, in the event of a conflict in the terms and conditions of this Amendment and the terms and conditions of the IP Assignment, the terms and conditions of this Amendment shall govern.

****

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective authorized officers with the intent of being effective as of the Assignment Date.

FIVE GUYS HOLDINGS, INC.

By: V.J. Murrell
Name: V.J. Murrell
Title: Authorized Signatory

FIVE GUYS, INC.

By: V.J. Murrell
Name: V.J. Murrell
Title: Authorized Signatory

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EXHIBIT A

FIVE GUYS, INC.

TRADEMARKS:

FIVE GUYS	Reg. No. 2,576,160	Restaurant Service International Class 42
FIVE GUYS FAMOUS BURGERS AND FRIES	Reg. No. 3,079,591	Restaurant Service International Class 42
FIVE GUYS HAMBURGERS	Common Law	
Five Guys Restaurant Sign Design	Common Law	
Five Guys Restaurant Trade Dress	Common Law	

COPYRIGHTED WORKS:

Five Guys Restaurant Menus	Common Law
Five Guys Restaurant Menu Boards	Common Law
Five Guys Restaurant Signage	Common Law
Five Guys Restaurant Brochure	Common Law
Five Guys Restaurant architectural and engineering plans	Common Law
Five Guys Restaurant interior and exterior design drawings	Common Law
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Five Guys Restaurant	Interior and Exterior Photographs

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