

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
Checkers Drive-In Restaurants, Inc.		09/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC		
Street Address:	135 East 57th Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77657145	BACONZILLA	
Registration Number:	3670729	FLAVORHOOD	
CORRESPONDENCE DATA			
Fax Number:	(202)956-7069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 956-7685		
Email:	carrier@sullcrom.com		
Correspondent Name:	Rita M. Carrier, Sullivan & Cromwell LLP		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-5805		
NAME OF SUBMITTER:	Rita M. Carrier		
Signature:	/Rita M. Carrier/		
Date:	10/01/2009		

OP \$65.00 77657145

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as amended, modified, restated and/or supplemented from time to time, the "Grant") dated as of September 30, 2009, is made by Checkers Drive-In Restaurants, Inc., a Delaware corporation with principal offices at 4300 West Cypress Street, Suite 600, Tampa, Florida 33607 (the "Grantor"), in favor of Guggenheim Corporate Funding, LLC, a Delaware limited liability company with principal offices at 135 East 57th Street, 7th Floor, New York, New York 10022 (the "Grantee"), as Collateral Agent, for the benefit of the Secured Creditors. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Security Agreement among the Grantor, the other Assignors from time to time party thereto, and the Grantee, dated as of June 20, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. The Grantor hereby grants to the Grantee for the benefit of the Secured Creditors, which grant is and shall be deemed to be one and the same grant as the grant set forth in the Security Agreement, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following: (i) the United States trademarks and service marks, and registrations and applications therefor, set forth on Schedule A attached hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the

validity or enforceability of such intent-to-use applications under applicable law), together with all common-law rights thereto and the goodwill of the businesses symbolized thereby or associated therewith (the "Marks"); (ii) all rights in the Marks provided by international treaties or conventions, and all other rights associated therewith; (iii) all rights to sue, recover and retain damages, costs and fees for past, present and future infringement, dilution or other violation of or conflict with (including unfair competition regarding) any of the foregoing; and (iv) all Proceeds and products of the foregoing.

2. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Grant.

3. This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

4. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. This Grant shall be construed in accordance with, and be governed by, the laws of the State of New York.

[Remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 30th day of September, 2009.

CHECKERS DRIVE-IN RESTAURANTS,
INC., Grantor

By Brian R. Doster
Name: Brian R. Doster
Title: Senior Vice President and
General Counsel

GUGGENHEIM CORPORATE FUNDING,
LLC, as Collateral Agent and Grantee

By Bill Hagnef
Name: **Bill Hagnef**
Title: **Managing Director**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF FLORIDA

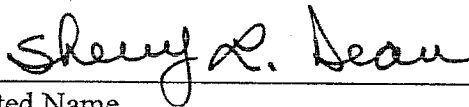
ss.:

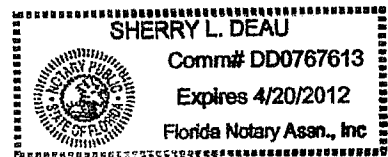
COUNTY OF HILLSBOROUGH

On this 30th day of September 2009, before me personally came Brian R. Doster, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Senior Vice President and General Counsel of Checkers Drive-In Restaurants, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Checkers Drive-In Restaurants, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of Florida

My Commission Expires:


Printed Name _____



Schedule A

MARK	STATUS	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	CLASS
BACONZILLA	Pending	(77/657,145)	(1/27/2009)	30
FLAVORHOOD	Registered	3,670,729 (77/560,175)	8/18/2009 (9/2/2008)	35