

# 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
Five Guys Holdings, Inc.		10/14/2009	CORPORATION: DELAWARE
Five Guys Enterprises LLC		10/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
Five Guys Operations, LLC		10/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
Five Guys-RA, LLC		10/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
Five Guys Foods LLC		10/14/2009	LIMITED LIABILITY COMPANY: VIRGINIA

## RECEIVING PARTY DATA

Name:	GE Capital Commercial Inc.
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: 4

Property Type	Number	Word Mark
Serial Number:	76316757	FIVE GUYS
Serial Number:	78612780	FIVE GUYS FAMOUS BURGERS AND FRIES
Serial Number:	77389864	FIVE GUYS BURGERS AND FRIES
Serial Number:	77389875	FIVE GUYS BURGERS AND FRIES

## CORRESPONDENCE DATA

Fax Number: (402)346-1148

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

**TRADEMARK**

**900145392**

**REEL: 004078 FRAME: 0910**

OP \$115.00 76316757

Phone: 402-346-6000  
Email: bridget.stuhr@kutakrock.com  
Correspondent Name: Bridget M. Stuhr  
Address Line 1: 1650 Farnam Street  
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:

Bridget M. Stuhr

Signature:

/Bridget M. Stuhr/

Date:

10/15/2009

**Total Attachments: 10**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 14, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GE Capital Commercial Inc. ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 14, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) 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 Loan Parties (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each 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. Security Interests.

(a) Grant of Security Interest in Copyright Collateral. Each 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 such 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 such Grantor (the "Copyright Collateral"):

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

(ii) all renewals, reversions and extensions of the foregoing; and

(iii) 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.

(b) Grant of Security Interest in Patent Collateral. Each 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 such 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 such Grantor (the "Patent Collateral"):

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

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) 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.

(c) Grant of Security Interest in Trademark Collateral. Each 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 such 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 such Grantor (the "Trademark Collateral"; the Copyright Collateral, the Patent Collateral and the Trademark Collateral, collectively, the "Intellectual Property Collateral"):

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

(ii) all renewals and extensions of the foregoing;

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

(iv) 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 Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Copyrights, Patents, Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property 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 Intellectual Property 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 Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FIVE GUYS HOLDINGS, INC.  
as Grantor

By: 

Name: V. J. Murrell  
Title: President

FIVE GUYS ENTERPRISES LLC  
as Grantor

By: 

Name: V. J. Murrell  
Title: President

FIVE GUYS OPERATIONS, LLC  
as Grantor

By: 

Name: V. J. Murrell  
Title: President

FIVE GUYS-RA, LLC  
as Grantor

By: 

Name: V. J. Murrell  
Title: President

FIVE GUYS FOODS LLC  
as Grantor

By: 

Name: V. J. Murrell  
Title: President



[EXECUTION PAGE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

GE CAPITAL COMMERCIAL INC., A DELAWARE  
CORPORATION, AS ADMINISTRATIVE  
AGENT

By: GE Capital Franchise Finance Corporation,  
a Delaware Corporation, as Servicer

By: Thomas Moro

Name: Thomas Moro

Its: Authorized Signatory

[EXECUTION PAGE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE 1**  
***Intellectual Property***

See attached list of trademarks. There are no copyrights or patents. Note that marks identified in the attached as being owned by Five Guys, Inc. are in fact owned by Five Guys Holdings, Inc.; perfection of transfer in process with applicable governmental authorities.



Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
FIVE GUYS BURGERS AND FRIES	Australia	REGISTERED ISSUED	1229127 3/12/2008	1229127 9/16/2008	Trademark Renewal 3/12/2018
<u>Class(es)/Goods</u> Owner: Five Guys Holdings, Inc.      Client/Matter: 747000-000011 Class 025 Clothing; shirts; hats Class 043 Restaurant services					
FIVE GUYS AND FRIES	Australia	REGISTERED ISSUED	1229675 3/12/2008	1229675 9/16/2008	Trademark Renewal 3/12/2018
<u>Class(es)/Goods</u> Owner: Five Guys Holdings, Inc.      Client/Matter: 747000-000012 Class 025 Clothing; shirts; hats Class 043 Restaurant services					
FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)	Canada	REGISTERED ISSUED	1,276,567 10/20/2005	TMA685,021 3/29/2007	Trademark Renewal 3/29/2022
<b>FIVE GUYS</b> <i>FAMOUS</i> <i>BURGERS and FRIES</i>					
<u>Class(es)/Goods</u> Owner: Five Guys, Inc.      Client/Matter: 747000-000006 Class 043 Restaurant services					

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
FIVE GUYS FAMOUS BURGERS AND FRIES	Community Trademark	REGISTERED  ISSUED	004696721  10/20/2005	004696721  10/5/2006	Trademark Renewal 10/31/2015

**FIVE GUYS**  
FAMOUS  
BURGERS AND FRIES

Class(es)/Goods Owner: Five Guys, Inc. Client/Matter: 747000-000005

Class 043

Restaurant services

FIVE GUYS BURGER AND FRIES	Community Trademark	REGISTERED  ISSUED	006895296  5/7/2008	006895296  10/21/2008	Trademark Renewal 5/31/2018
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Class(es)/Goods Owner: Five Guys Holdings, Inc. Client/Matter: 747000-000015

Class 025

Clothings, namely, shirts, hats

Class 043

Restaurant services

FIVE GUYS	Community Trademark	REGISTERED  ISSUED	006893549  5/7/2008	006893549  10/21/2008	Trademark Renewal 5/31/2018
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Class(es)/Goods Owner: Five Guys Holdings, Inc. Client/Matter: 747000-000016

Class 043

Restaurant services

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)	Mexico	REGISTERED ISSUED	746162 10/20/2005	950636 8/30/2006	Trademark Renewal 10/20/2015

**FIVE GUYS**  
FAMOUS  
BURGERS and FRIES

Class(es)/Goods Owner: Five Guys, Inc. Client/Matter: 747000-000004

Class 043  
Restaurant services

FIVE GUYS	United States	REGISTERED ISSUED	76/316757 9/24/2001	2576160 6/4/2002	RENEWAL DUE 6/4/2012
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Class(es)/Goods Owner: Five Guys Holdings, Inc. Client/Matter: 747000-000002

Class 042  
Restaurant services

FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)	United States	REGISTERED ISSUED	78/612780 4/20/2005	3,079,591 4/11/2006	8815 AFFIDAVIT DUE 4/11/2012
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**FIVE GUYS**  
FAMOUS  
BURGERS and FRIES

Class(es)/Goods Owner: Five Guys Holdings, Inc. Client/Matter: 747000-000003

Class 043  
Restaurant services

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
FIVE GUYS BURGERS AND FRIES	United States	REGISTERED ISSUED	77/389864 2/6/2008	3569218 2/3/2009	8&15 AFFIDAVIT DUE 2/3/2015

Class(es)/Goods      **Owner:** Five Guys Holdings, Inc.      **Client/Matter:** 747000-000007

Class 025  
Clothing, namely, shirts, hats  
Class 043  
Restaurant services

FIVE GUYS BURGERS AND FRIES (and Design)	United States	REGISTERED ISSUED	77/389875 2/6/2008	3571563 2/10/2009	8&15 AFFIDAVIT DUE 2/10/2015
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**FIVE GUYS**  
BURGERS and FRIES

Class(es)/Goods      **Owner:** Five Guys Holdings, Inc.      **Client/Matter:** 747000-000008

Class 025  
Clothing, namely, shirts, hats  
Class 043  
Restaurant services

11 case(s)