

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.		04/09/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3185734	THE BONELESS WING EXPERTS	
Registration Number:	3087485	THE WING EXPERTS	
Registration Number:	3054484	WINGSTOP	
Registration Number:	2121699	WING-STOP	
Registration Number:	2422672	WING-STOP THE WING EXPERTS	
Serial Number:	77645406	BLAZIN ASIAN	
Serial Number:	78737778	CATER-WING	
Serial Number:	77850395	WINGTASTIC	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		

CH \$215.00 3185734

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-369

NAME OF SUBMITTER: Kristin Brozovic

Signature: /Kristin Brozovic/

Date: 04/09/2010

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2010, is made by Wingstop Restaurants Inc., a Texas corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 9, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Wingstop Holdings Inc., a Delaware corporation ("Wingstop Holdings", together with each other Person which from time to time joins the Credit Agreement as a Borrower, are sometimes referred to herein collectively as the "Borrowers" and individually as a "Borrower"), Wing Stop Holding Corporation, a Georgia corporation ("Holdings"), Wingstop Holdings, as the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers 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 Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each 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 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 Borrowers thereunder, Grantor hereby agrees with the 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 Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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 its 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.

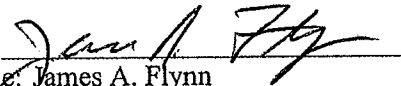
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

Very truly yours,

WINGSTOP RESTAURANTS INC., a Texas corporation, as Grantor

By: 
Name: James A. Flynn
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

Very truly yours,

WINGSTOP RESTAURANTS INC., a Texas corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: *Debra D. Gordon*
Name: *Debra D. Gordon*
Title: _____

Monday, April 05, 2010

Trademark Status Report by Client

Page: 1

Client: WINGS Wingstop Restaurants, Inc.

Trademark	Status	App Number	App Date	Next Action(s)	Due Date(s)
BLAZIN ASIAN Country: United States of America Owner: Wingstop Restaurants, Inc. Classes: 29 Int., 30 Int.	ALLOWED	77/645406	08-Jan-2009 Resp.Off.: IL	Statement of Use 1st Extension	19-Jul-2010
CATER-WING Country: China (People's Republic) Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Pending	7076016	25-Nov-2008 Resp.Off.: IL		
CATER-WING Country: Mexico Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Pending	974945	19-Nov-2008 Resp.Off.: IL		
CATER-WING Country: Taiwan Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Registered	097053039 1365437	17-Nov-2008 01-Jun-2009 Resp.Off.: IL	First Renewal	31-May-2019
CATER-WING Country: United States of America Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Registered	78/737778 3142159	21-Oct-2005 12-Sep-2006 Resp.Off.: IL	Aff of Use - 6 Year	12-Sep-2012
THE BONELESS WING EXPERTS Country: China (People's Republic) Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Pending	7076014	25-Nov-2008 Resp.Off.: IL		

TRADEMARK

REEL: 004183 FRAME: 0273

Client: WINGS

Wingstop Restaurants, Inc.

Trademark	Status	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
THE BONELESS WING EXPERTS <i>Country:</i> Mexico Owner: Wingstop Restaurants, Inc. <i>Classes:</i> 43 Int.	Pending	974947	19-Nov-2008 Resp. Off.: IL	Certificate of Regis. Rec'd?	12-Nov-2010
THE BONELESS WING EXPERTS <i>Country:</i> Taiwan Owner: Wingstop Restaurants, Inc. <i>Classes:</i> 43 Int.	Registered	097053038 1365436	17-Nov-2008 01-Jun-2009 Resp. Off.: IL	First Renewal	31-May-2019
THE BONELESS WING EXPERTS <i>Country:</i> United States of America Owner: Wingstop Restaurants, Inc. <i>Classes:</i> 42 Int.	Registered	78/621004 3185734	02-May-2005 19-Dec-2006 Resp. Off.: IL	Aff of Use - 6 Year	19-Dec-2012
THE WING EXPERTS <i>Country:</i> China (People's Republic) Owner: Wingstop Restaurants, Inc. <i>Classes:</i> 43 Int.	Pending	7076015	25-Nov-2008 Resp. Off.: IL		
THE WING EXPERTS <i>Country:</i> Mexico Owner: Wingstop Restaurants, Inc. <i>Classes:</i> 43 Int.	Pending	974946	19-Nov-2008 Resp. Off.: IL		
THE WING EXPERTS <i>Country:</i> Taiwan Owner: Wingstop Restaurants, Inc. <i>Classes:</i> 43 Int.	Registered	097053036 1365435	17-Nov-2008 01-Jun-2009 Resp. Off.: IL	First Renewal	31-May-2019

Client: WINGS

Wingstop Restaurants, Inc.

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
THE WING EXPERTS Country: United States of America Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Registered	78/620981 3087485	02-May-2005 02-May-2006 Resp.Off.: IL	Aff of Use - 6 Year	02-May-2012
WING Design Country: Mexico Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Pending		26-Mar-2010 Resp.Off.: IL	Application Examined?	26-Mar-2011
WINGSTOP Country: United States of America Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Registered	78/555207 3054484	27-Jan-2005 31-Jan-2006 Resp.Off.: IL	Aff of Use - 6 Year	31-Jan-2012
WING-STOP Country: China (People's Republic) Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Pending	7076013	25-Nov-2008 Resp.Off.: IL		
WING-STOP Country: Mexico Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Registered	0689516 865075	24-Nov-2004 17-Dec-2004 Resp.Off.: IL	First Renewal	24-Nov-2014
WING-STOP Country: Taiwan Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Registered	097053035 1365434	17-Nov-2008 01-Jun-2009 Resp.Off.: IL	First Renewal	31-May-2019

Client: WINGS

Wingstop Restaurants, Inc.

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
WING-STOP Country: United States of America Owner: Wingstop Restaurants, Inc. Classes: 42 Int.	Registered	75/221405 2121699	06-Jan-1997 16-Dec-1997 Resp.Off.: IL	Next Renewal	16-Dec-2017
WING-STOP (in green letters with a green dot) Country: Florida Owner: Wingstop Restaurants, Inc. Classes: 42 Int.	Registered	T04000001166	03-Sep-2004 Resp.Off.: IL	First Renewal	03-Sep-2014
WING-STOP and Design Country: Mexico Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Pending		26-Mar-2010 Resp.Off.: IL	Application Examined?	26-Mar-2011
WING-STOP THE WING EXPERTS & DESIGN Country: China (People's Republic) Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Pending	7076012	25-Nov-2008 Resp.Off.: IL		
WING-STOP THE WING EXPERTS & DESIGN Country: Mexico Owner: Wingstop Restaurants, Inc. Classes: 43 Int.	Registered	974957 1120137	19-Nov-2008 10-Sep-2009 Resp.Off.: IL	First Renewal	19-Nov-2018
WING-STOP THE WING EXPERTS & DESIGN Country: United States of America Owner: Wingstop Restaurants, Inc. Classes: 42 Int.	Registered	75/625602 2422672	25-Jan-1999 23-Jan-2001 Resp.Off.: IL	First Renewal	23-Jan-2011

Monday, April 05, 2010

Trademark Status Report by Client

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Client: WINGS Wingstop Restaurants, Inc.

Trademark	Status	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
WING-STOP THE WING EXPERTS and DESIGN <i>Country:</i> Taiwan <i>Owner:</i> Wingstop Restaurants, Inc.	ALLOWED	097053034	17-Nov-2008		

Classes: 43 Int.

WINGTASTIC

Country: United States of America
Owner: Wingstop Restaurants, Inc.

Classes: 43 Int.

Published

77/850395

16-Oct-2009

Notice of Allowance Received?

30-Jun-2010

Resp.Off.: IL