

# 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.		02/28/2011	CORPORATION: DELAWARE
Five Guys Enterprises LLC		02/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Five Guy Operations, LLC		02/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Five Guys Foods LLC		02/28/2011	LIMITED LIABILITY COMPANY: VIRGINIA

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
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: 6

Property Type	Number	Word Mark
Serial Number:	85255023	FIVE GUYS BURGERS AND FRIES
Serial Number:	85255019	FIVE GUYS
Registration Number:	3079591	FIVE GUYS FAMOUS BURGERS AND FRIES
Registration Number:	3571563	FIVE GUYS BURGERS AND FRIES
Registration Number:	3569218	FIVE GUYS BURGERS AND FRIES
Registration Number:	2576160	FIVE GUYS

## CORRESPONDENCE DATA

Fax Number: (402)346-1148

900185858

TRADEMARK  
REEL: 004492 FRAME: 0854

OP \$165.00 85255023

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

Phone: 402-346-6000  
Email: patrick.stephenson@kutakrock.com  
Correspondent Name: Patrick C. Stephenson  
Address Line 1: 1650 Farnam Street  
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Patrick C. Stephenson
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Signature:	/Patrick C. Stephenson/
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Date:	03/08/2011
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**Total Attachments: 12**

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), 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 (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of February 28, 2011 (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 an Amended and Restated 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.

Section 7. Amendment and Restatement; No Novation. This Amended and Restated Intellectual Property Security Agreement amends and restates in its entirety the Intellectual Property Security Agreement dated as of October 14, 2009 (the "Existing Intellectual Property Security Agreement") given by the Grantors signatory thereto to GE Capital Commercial Inc., predecessor to Administrative Agent, and constitutes a replacement and substitute for the same; the obligations and liabilities provided for under or evidenced by the Existing Intellectual Property Security Agreement are continuing and nothing herein shall be deemed to constitute a payment, settlement or novation of the Existing Intellectual Property Security Agreement.

[SIGNATURE PAGES FOLLOW]

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

FIVE GUYS HOLDINGS, INC.

as Grantor

By: V.J. Murrell  
Name: V.J. Murrell  
Title: President

FIVE GUYS ENTERPRISES LLC

as Grantor

By: V.J. Murrell  
Name: V.J. Murrell  
Title: President

FIVE GUYS OPERATIONS, LLC

as Grantor

By: V.J. Murrell  
Name: V.J. Murrell  
Title: President

*[Handwritten initials]*

FIVE GUYS FOODS LLC

as Grantor

By: V.J. Murrell  
Name: V.J. Murrell  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, A DELAWARE  
CORPORATION, AS ADMINISTRATIVE  
AGENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Signatory

[EXECUTION PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT]

(Contract Nos. 15589001, 15589002, 15589003 and 15589004)

**TRADEMARK**  
**REEL: 004492 FRAME: 0859**

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

FIVE GUYS HOLDINGS, INC.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

FIVE GUYS ENTERPRISES LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

FIVE GUYS OPERATIONS, LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:


FIVE GUYS FOODS LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, A DELAWARE  
CORPORATION, AS ADMINISTRATIVE  
AGENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Signatory

  
LISA EVERROAD  
AUTHORIZED SIGNATORY

[EXECUTION PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT]

TRADEMARK  
REEL: 004492 FRAME: 0860

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

See attached list of trademarks. There are no copyrights or patents.



Page 1 of 6	Client Matter	Filing#	Country	Nixon Peabody LLP - Trademark Summary Report	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus	2/16/2011 5:14:15 PM
747000-000011	Mark Name		Australia		1229127	03/12/2008	1229127	09/16/2008	REGISTERED	
	FIVE GUYS BURGERS AND FRIES									
	Class	Goods								
025		Clothing; shirts; hats								
043		Restaurant services								
747000-000012	Mark Name		Australia		1229675	03/12/2008	1229675	09/16/2008	REGISTERED	
	FIVE GUYS BURGERS AND FRIES (and DESIGN)									
	FIVE GUYS									
	BURGERS and FRIES									
	Class	Goods								
025		Clothing; shirts; hats								
043		Restaurant services								
747000-000006	Mark Name		Canada		1,276,567	10/20/2005	TMA685,021	03/29/2007	REGISTERED	
	FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)									
	FIVE GUYS									
	FAMOUS BURGERS and FRIES									
	Class	Goods								
043		Restaurant services								
747000-000017	Mark Name		Canada		1448320	08/14/2009			FILED / ALLOWED	
	FIVE GUYS									
	Class	Goods								
042		Food and beverages, namely, sandwiches, hamburgers, cheeseburgers hot dogs, peanuts, fried potatoes, bottled water and soft drinks								
747000-000034	Mark Name		Canada		1448743	08/19/2009	TMA786,732	01/10/2011	REGISTERED / ISSUED	
	FIVE GUYS BURGERS AND FRIES									
	Class	Goods								
025		Clothing, namely, shirts, hats								
030		Food and beverages, namely, sandwiches, hamburgers, cheeseburgers, hot dogs, peanuts, fried potatoes, bottled water and soft drinks								
035		Franchise services								
043		Restaurant services								
747000-000005	Mark Name		Community Trademark		004696721	10/20/2005	004696721	10/05/2006	REGISTERED	
	FIVE GUYS FAMOUS BURGERS AND FRIES									

TRADEMARK

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**FIVE GUYS**  
TRADEMARK  
**BURGERS AND FRIES**

<b>Class</b>	<b>Goods</b>				
043	Restaurant services				
747000-000015	Community Trademark	006895296	05/07/2008	006895296	10/21/2008 REGISTERED
<b>FIVE GUYS BURGER AND FRIES</b>					
<b>Class</b>	<b>Goods</b>				
025	Articles of clothing; shirts; hats				
043	Restaurant services				
747000-000016	Community Trademark	006893549	05/07/2008	006893549	10/21/2008 REGISTERED
<b>FIVE GUYS</b>					
<b>Class</b>	<b>Goods</b>				
043	Restaurant services				
747000-000035	Japan	2009-86119	11/13/2009	5351050	09/03/2010 REGISTERED
<b>FIVE GUYS</b>					
<b>Class</b>	<b>Goods</b>				
025	Clothing, namely, shirts and hats.				
029	Fried potatoes; peanuts (processed).				
030	Food and beverages.				
032	Non-alcoholic beverages, namely, carbonated beverages.				
035	Franchise services, namely, management and operation of franchise businesses, consultancy services relating to franchise services.				
043	Restaurant services.				
747000-000038	Japan	2010-000940	01/08/2010	5351062	09/03/2010 REGISTERED
<b>FIVE GUYS BURGERS AND FRIES</b>					
<b>Class</b>	<b>Goods</b>				
025	Clothing, namely, shirts and hats.				
029	Fried potatoes; peanuts (processed).				
030	Food and beverages.				
032	Non-alcoholic, namely, carbonated beverages.				
035	Franchise services, namely, management and operation of franchise businesses, consultancy services relating to franchise services.				
043	Restaurant services.				
747000-000004	Mexico	746162	10/20/2005	950636	08/30/2006 REGISTERED
<b>FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)</b>					

Mark Name  
**FIVE GUYS**  
MEXICO  
BURGERS and FRIES

<b>Class</b>	<b>Goods</b>						
043	Restaurant services						
747000-000022	Mexico	1033365	09/11/2009	1141911	02/09/2010	REGISTERED	
<b>FIVE GUYS</b>							
<b>Class</b>	<b>Goods</b>						
025	clothing						
747000-000023	Mexico	1033366	09/11/2009	1168688	07/15/2010	REGISTERED	
<b>FIVE GUYS</b>							
<b>Class</b>	<b>Goods</b>						
029	Fried potatoes; processed peanuts						
747000-000024	Mexico	1033367	09/11/2009	1141912	02/09/2010	REGISTERED	
<b>FIVE GUYS</b>							
<b>Class</b>	<b>Goods</b>						
030	Sandwiches; hotdogs						
747000-000025	Mexico	1033368	09/11/2009	1141913	02/09/2010	REGISTERED	
<b>FIVE GUYS</b>							
<b>Class</b>	<b>Goods</b>						
032	Non-alcoholic beverages, namely, carbonated beverages						
747000-000026	Mexico	1033369	09/11/2009	1170637	07/27/2010	REGISTERED	
<b>FIVE GUYS</b>							
<b>Class</b>	<b>Goods</b>						
035	Franchise services, in particular the services of commercial management of product licenses and services for third parties						
747000-000027	Mexico	1033370	09/11/2009	1188036	11/08/2010	REGISTERED	
<b>FIVE GUYS</b>							
<b>Class</b>	<b>Goods</b>						
043	Restaurant services						
747000-000028	Mexico	1033359	09/11/2009	1141908	02/09/2010	REGISTERED	
<b>FIVE GUYS BURGERS AND FRIES</b>							
<b>Class</b>	<b>Goods</b>						
025	clothing						
747000-000029	Mexico	1033360	09/11/2009	1168687	07/15/2010	REGISTERED	
<b>FIVE GUYS BURGERS AND FRIES</b>							

Page 4 of 6		Nixon Peabody LLP - Trademark Summary Report			2/16/2011 5:14:15 PM	
Client/Matter	Filing#	Country	Application Number	Filing Date	Registration Date	Status/Substatus
<b>Mark Name</b>						
<b>Class</b>	<b>Goods</b>					
029	Fried potatoes; processed peanuts					
747000-000030	Mexico		1033361	09/11/2009	02/09/2010	REGISTERED
<b>FIVE GUYS BURGERS AND FRIES</b>						
<b>Class</b>	<b>Goods</b>					
030	sandwiches; hotdogs					
747000-000031	Mexico		1033362	09/11/2009	02/09/2010	REGISTERED
<b>FIVE GUYS BURGERS AND FRIES</b>						
<b>Class</b>	<b>Goods</b>					
032	Non-alcoholic beverages, namely, carbonated beverages					
747000-000032	Mexico		1033363	09/11/2009	07/27/2010	REGISTERED
<b>FIVE GUYS BURGERS AND FRIES</b>						
<b>Class</b>	<b>Goods</b>					
035	Franchise services, in particular the services of commercial management of product licenses and services for third parties					
747000-000033	Mexico		1033364	09/11/2009	10/12/2010	REGISTERED
<b>FIVE GUYS BURGERS AND FRIES</b>						
<b>Class</b>	<b>Goods</b>					
043	Restaurant services					
747000-000018	Norway		2000904367	04/30/2009	06/30/2009	REGISTERED
<b>FIVE GUYS</b>						
<b>Class</b>	<b>Goods</b>					
025	Clothing, namely, shirts, hats					
035	Franchise services					
043	Restaurant services					
747000-000020	Norway		200904368	04/30/2009	06/30/2009	REGISTERED
<b>FIVE GUYS BURGERS AND FRIES</b>						
<b>Class</b>	<b>Goods</b>					
025	Clothing, namely, shirts, hats					
035	Franchise services					
043	Restaurant services					
747000-000036	Republic of Korea		45-2010-59	01/07/2010		FILED / PENDING
<b>FIVE GUYS</b>						
<b>Class</b>	<b>Goods</b>					
025	Clothing, namely, shirts and hats					
029	Fried potatoes; peanuts;					
030	Food and beverages;					
032	Non-alcoholic beverages, namely, carbonated beverages;					
035	Franchise services					
043	Restaurants services					
747000-000037	Republic of Korea		45-2010-664	02/17/2010		FILED
<b>FIVE GUYS BURGER AND FRIES</b>						

Class	Goods	Mark Name	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
025	Clothing, namely, shirts and bats;						
029	Fried potatoes, peanuts;						
030	Foods and beverages;						
032	Non-alcoholic beverages, namely, carbonated beverages;						
035	Franchise services; and						
043	Restaurant services						

747000-000019	Switzerland	54721/2009	04/29/2009	592140	10/12/2009	REGISTERED
FIVE GUYS						
Class	Goods					
025	Clothing, namely, shirts, hats					
035	Provision of operational expertise (franchising).					
042	Provision of technical expertise (franchising).					
043	Restaurant services					
045	Providing of usage authorisation of industrial property rights (franchises).					

747000-000021	Switzerland	54720/2009	04/29/2009	592139	10/12/2009	REGISTERED
FIVE GUYS BURGER AND FRIES						
Class	Goods					
025	Clothing, namely, shirts, hats					
035	Provision of operational expertise (franchising).					
042	Provision of technical expertise (franchising).					
043	Restaurants services					
045	Providing usage authorisation of industrial property rights (franchises).					

747000-000009	United Arab Emirates	107775	02/24/2008	101291	02/24/2008	REGISTERED
FIVE GUYS BURGERS AND FRIES (and Design)						
FIVE GUYS BURGERS and FRIES						

Class	Goods					
025	Clothing, namely, shirts, hats					
747000-000010	United Arab Emirates	107777	02/24/2008	101292	02/24/2008	REGISTERED
FIVE GUYS BURGERS AND FRIES						
Class	Goods					
025	Clothing, namely, shirts, hats					

747000-000013	United Arab Emirates	107776	02/24/2008	103926	06/01/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES						
Class	Goods					
043	Restaurant services					
747000-000014	United Arab Emirates	107778	02/25/2008	103927	06/01/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES (and Design)						

Page 6 of 6		Nixon Peabody LLP - Trademark Summary Report			2/16/2011 5:14:15 PM	
Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Status/Substatus
<b>Mark Name</b>						
<b>Class</b>	<b>Goods</b>					
043	Restaurant services					
747000-000002	United States		76/316757	09/24/2001	2576160	06/04/2002 REGISTERED
<b>FIVE GUYS</b>						
<b>Class</b>	<b>Goods</b>					
042	Restaurant services					
747000-000003	United States		78/612780	04/20/2005	3,079,591	04/11/2006 REGISTERED
<b>FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)</b>						
<b>FIVE GUYS</b> <small>TM</small> <small>BURGERS and FRIES</small>						
<b>Class</b>	<b>Goods</b>					
043	Restaurant services					
747000-000007	United States		77/389864	02/06/2008	3569218	02/03/2009 REGISTERED
<b>FIVE GUYS BURGERS AND FRIES</b>						
<b>Class</b>	<b>Goods</b>					
025	Clothing, namely, shirts, hats					
043	Restaurant services					
747000-000008	United States		77/389875	02/06/2008	3571563	02/10/2009 REGISTERED
<b>FIVE GUYS BURGERS AND FRIES (and Design)</b>						
<b>FIVE GUYS</b> <small>TM</small> <small>BURGERS and FRIES</small>						
<b>Class</b>	<b>Goods</b>					
025	Clothing, namely, shirts, hats					
043	Restaurant services					
747000-000039	United States					DOCKETED
<b>Copyright Matters</b>						
747000-000040	United States					DOCKETED
<b>TM DISPUTE RE: FOUR GUYS BBQ</b>						