

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.		03/14/2011	CORPORATION: DELAWARE
Rally's of Ohio, Inc.		03/14/2011	CORPORATION: OHIO
Taxi Holdings Corp.		03/14/2011	CORPORATION: DELAWARE
Checkerco, Inc.		03/14/2011	CORPORATION: FLORIDA
Official Burger of Tampa Bay, Inc.		03/14/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Guggenheim Corporate Funding, LLC
Street Address:	135 East 57th Street
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3562164	LITTLE PLACE BIG TASTE
Registration Number:	3562246	DOUBLE VALUE MENU
Registration Number:	3562264	DOUBLE DEALS
Registration Number:	3562265	SINGLE DEALS
Registration Number:	3670729	FLAVORHOOD
Registration Number:	3703466	BACONZILLA
Registration Number:	3877707	5 KICKIN' FLAVORS
Registration Number:	3883766	CRAZY GOOD
Registration Number:	3877708	CLASSIC WINGS
Registration Number:	3877709	ANONYMOUS CHICKEN

CH \$615.00 3562164

900187231

TRADEMARK
 REEL: 004503 FRAME: 0497

Serial Number:	77769662	
Serial Number:	77856712	FEAST ON
Registration Number:	3868605	FIERY JALAPENO DOUBLE
Registration Number:	3871491	MORE FOR LESS
Serial Number:	77929175	BACON CHEDDAR WORKS
Serial Number:	77929180	BACKWOODS B-B-Q
Serial Number:	77929182	FLAVOR BUILT BURGERS
Serial Number:	77929187	SAVORY SHROOM & SWISS
Serial Number:	77934565	DEVOUR THE NIGHT
Serial Number:	77881339	EAT BIG & SAVE
Serial Number:	85033077	WOW IN A BAG
Serial Number:	85051395	SEASONED OPINIONS
Serial Number:	85077869	FLAVOR BLAST
Serial Number:	85104712	UNBELIEVACOMBOS

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	19932-14550
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	03/23/2011

Total Attachments: 9
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14 day of March, 2011, by and among Assignors listed on the signature pages hereof (collectively, jointly and severally, "Assignors" and each individually "Assignor"), and GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company ("GCF"), in its capacity as collateral agent for the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Senior Secured Credit Agreement dated as of March 14, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among TAXI HOLDINGS, CORP., a Delaware corporation ("Parent"), CHECKERS DRIVE-IN RESTAURANTS, INC., a Delaware corporation ("Checkers"), each of Parent's Subsidiaries party thereto as Borrowers (such Subsidiaries, together with Checkers, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as "Borrowers"), each of Parent's Subsidiaries party thereto as Guarantors (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Guarantor" and individually and collectively, jointly and severally, as "Guarantors"), the lenders party thereto from time to time (the "Lenders"), GCF, as administrative agent for the Lenders, and Collateral Agent, which Credit Agreement amends and restates in its entirety the Existing Credit Agreement (as defined in the Credit Agreement) and, among other things, re-evidences the Borrowers' outstanding obligations under the Existing Credit Agreement, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, in order to induce the Lender Group to enter into the Existing Credit Agreement, the Assignors entered into (i) the Security Agreement, dated as of June 20, 2006, with the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Existing Security Agreement") and (ii) the Grant of Security Interests in United States Trademarks, dated as of June 20, 2006, with the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Existing Trademark Security Agreement"), pursuant to which the Assignors agreed to grant a continuing security interest in and to the Trademark Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, the Assignors have executed and delivered to Collateral Agent, for the benefit of the Secured Creditors, that certain Amended and Restated Security Agreement, dated as of March 14, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), which Security Agreement amends and restates the Existing Security Agreement and requires the Assignors to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement; and

WHEREAS, each Assignor party to the Existing Trademark Security Agreement wishes to reaffirm its obligations under the terms of the Existing Trademark Security Agreement and wishes to amend and restate the terms of the Existing Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. REAFFIRMATION AND GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Assignor party to the Existing Trademark Security Agreement reaffirms the security interest granted under the terms and conditions of the Existing Trademark Security Agreement and agrees that such security interest remains in full force and effect and is hereby ratified, reaffirmed and confirmed. Each Assignor party to the Existing Trademark Security Agreement acknowledges and agrees with the Collateral Agent that the Existing Trademark Security Agreement is amended, restated, and superseded in its entirety pursuant to the terms hereof. Each Assignor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Assignor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I and Trademark Intellectual Property Contracts to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property Contract; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Assignor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property Contract, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property Contract.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use Trademark 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 Trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use Trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Assignors, or any of them, to Collateral Agent, the Secured Creditors or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Assignor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Assignor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is

any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Assignor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Assignors shall give notice in writing to Collateral Agent in accordance with the terms of the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Assignors' obligations under this Section, Assignors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Assignor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, in the case of obligations with respect to Bank Products (other than obligations in respect of Hedge Agreements), providing cash collateral for such obligations) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by any Affiliate of the Lender Group or any other Person approved by the Administrative Agent) other than (i) unasserted contingent indemnification Secured Obligations, (ii) obligations in respect of any Bank Products (other than obligations in respect of Hedge Agreements) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any obligations in respect of Hedge Agreements that, at such time, are allowed by the applicable provider of such Hedge Agreement to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS OF THE STATE OF NEW YORK IN THE BOROUGH OF MANHATTAN, COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH ASSIGNOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY ASSIGNOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH ASSIGNOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS TRADEMARK SECURITY AGREEMENT.

10. EACH ASSIGNOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY ASSIGNOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, AND AGREE THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH ASSIGNOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, SECURED CREDITOR OR ATTORNEY OF THE SECURED CREDITORS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED CREDITORS WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH ASSIGNOR HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR COLLATERAL AGENT ENTERING INTO THIS AGREEMENT. EACH ASSIGNOR AND COLLATERAL AGENT REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND

VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the Obligations hereunder, the exercise of any right or remedy with respect thereto, and certain of the other rights of the Lender Group hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

ASSIGNORS:

CHECKERS DRIVE-IN RESTAURANTS, INC.

By: [Signature]
Name: TODD LINDSEY
Title: VP CFO

BRA

RALLY'S OF OHIO, INC.

By: [Signature]
Name: TODD LINDSEY
Title: VP CFO

BRA

TAXI HOLDINGS CORP.

By: [Signature]
Name: TODD LINDSEY
Title: VP CFO

BRA

CHECKERCO, INC.

By: [Signature]
Name: TODD LINDSEY
Title: VP CFO

BRA

OFFICIAL BURGER OF TAMPA BAY, INC.

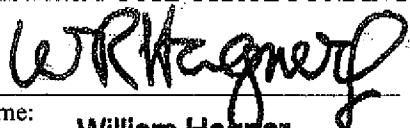
By: [Signature]
Name: TODD LINDSEY
Title: VP CFO

BRA

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

ACCEPTED AND ACKNOWLEDGED BY
COLLATERAL AGENT:

GUGGENHEIM CORPORATE FUNDING, LLC

By: 

Name: William Hagner
Title: Senior Managing Director

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004503 FRAME: 0505

NEW TRADEMARKS SINCE 2006 TRADEMARK SECURITY AGREEMENT

Assignor	Country	Mark	Registration No. / (App. No.)	Reg. Date / (App. Date)
Checkers Drive-In Restaurants, Inc.	U.S.	LITTLE PLACE BIG TASTE	3,562,164 (77/298,495)	1/13/09 (10/8/07)
Checkers Drive-In Restaurants, Inc.	U.S.	DOUBLE VALUE MENU	3,562,246 (77/343,140)	1/13/09 (12/4/07)
Checkers Drive-In Restaurants, Inc.	U.S.	DOUBLE DEALS	3,562,264 (77/348,639)	1/13/09 (12/11/07)
Checkers Drive-In Restaurants, Inc.	U.S.	SINGLE DEALS	3,562,265 (77/348,640)	1/13/09 (12/11/07)
Checkers Drive-In Restaurants, Inc.	U.S.	FLAVORHOOD	3,670,729 (77/560,175)	8/18/09 (9/2/08)
Checkers Drive-In Restaurants, Inc.	U.S.	BACONZILLA	3,703,466 (77/657,145)	10/27/09 (1/27/09)
Checkers Drive-In Restaurants, Inc.	U.S.	5 KICKIN' FLAVORS	3,877,707 (77/769,657)	11/16/10 (6/27/09)
Checkers Drive-In Restaurants, Inc.	U.S.	CRAZY GOOD	3,883,766 (77/769,658)	11/30/10 (6/27/09)
Checkers Drive-In Restaurants, Inc.	U.S.	CLASSIC WINGS	3,877,708 (77/769,659)	11/16/10 (6/27/09)
Checkers Drive-In Restaurants, Inc.	U.S.	ANONYMOUS CHICKEN	3,877,709 (77/769,660)	11/16/10 (6/27/09)
Checkers Drive-In Restaurants, Inc.	U.S.	Miscellaneous Design (Anonymous Chicken)	(77/769,662)	(6/27/09)
Checkers Drive-In Restaurants, Inc.	U.S.	FEAST ON	(77/856,712)	(10/24/09)
Checkers Drive-In Restaurants, Inc.	U.S.	FIERY JALAPENO DOUBLE	3,868,605 (77/871,346)	10/26/10 (11/12/09)
Checkers Drive-In Restaurants, Inc.	U.S.	EAT BIG & SAVE	(77/881,339)	(11/26/09)
Checkers Drive-In Restaurants, Inc.	U.S.	MORE FOR LESS	3,871,491 (77/881,338)	11/2/10 (11/26/09)

Checkers Drive-In Restaurants, Inc.	U.S.	BACON CHEDDAR WORKS	(77/929,175)	(2/5/10)
Checkers Drive-In Restaurants, Inc.	U.S.	BACKWOODS B-B-Q	(77/929,180)	(2/5/10)
Checkers Drive-In Restaurants, Inc.	U.S.	FLAVOR BUILT BURGERS	(77/929,182)	(2/5/10)
Checkers Drive-In Restaurants, Inc.	U.S.	SAVORY SHROOM & SWISS	(77/929,187)	(2/5/10)
Checkers Drive-In Restaurants, Inc.	U.S.	DEVOUR THE NIGHT	(77/934,565)	(2/12/10)
Checkers Drive-In Restaurants, Inc.	U.S.	WOW IN A BAG	(85/033,077)	(5/7/10)
Checkers Drive-In Restaurants, Inc.	U.S.	SEASONED OPINIONS	(85/051,395)	(6/1/10)
Checkers Drive-In Restaurants, Inc.	U.S.	FLAVOR BLAST	(85/077,869)	(7/5/10)
Checkers Drive-In Restaurants, Inc.	U.S.	UNBELIEVACOMBOS	(85/104,712)	(8/11/10)