

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Checkers Drive-In Restaurants, Inc.		11/15/2012	CORPORATION: DELAWARE
Rally's of Ohio, Inc.		11/15/2012	CORPORATION: OHIO
Taxi Holdings Corp.		11/15/2012	CORPORATION: DELAWARE
Checkerco, Inc.		11/15/2012	CORPORATION: FLORIDA
Official Burger of Tampa Bay, Inc.		11/15/2012	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Capital Finance, Inc., as collateral agent
<b>Street Address:</b>	1100 Abernathy Road
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85663028	BACON DOUBLE UP
Serial Number:	85505619	CHECKMATE
Serial Number:	85702304	CHEESE CHILI CHEESE FRIES
Serial Number:	85606695	FRY LOVER'S BURGER
Serial Number:	85497179	HOLE-LOTTA
Registration Number:	4122307	OFFICIAL BURGER OF TAMPA BAY

**CORRESPONDENCE DATA**

Fax Number: 2125935955

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**900238835**

**TRADEMARK  
 REEL: 004901 FRAME: 0653**

**CH \$165.00 85663028**

Phone: 212-756-2132  
Email: scott.kareff@srz.com  
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983-0170
NAME OF SUBMITTER:	Scott Kareff (025983/0170)
Signature:	/kc for sk/
Date:	11/15/2012

**Total Attachments: 7**

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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Supplemental Trademark Security Agreement") is made this 15<sup>th</sup> day of November, 2012, by and among Assignors listed on the signature pages hereof (collectively, jointly and severally, "Assignors" and each individually "Assignor"), and WELLS FARGO CAPITAL FINANCE, INC., a California corporation ("WFCF"), in its capacity as collateral agent for the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain 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"), WFCF, as administrative agent for the Lenders, Collateral Agent and MOELIS & COMPANY HOLDINGS, LLC, a Delaware corporation, as bookrunner and lead arranger, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Assignors executed and delivered to Collateral Agent, for the benefit of Secured Creditors, that certain 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"); and

WHEREAS, pursuant to the Security Agreement, Assignors executed and delivered to Collateral Agent, for the benefit of the Secured Creditors, a Trademark Security Agreement, dated as of March 14, 2011 and recorded in the United States Patent and Trademark Office at Reel 4496, Frame 0388;

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. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Assignor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Creditors, to secure the Obligations, a continuing security interest (referred to in this Supplemental 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 Supplemental Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplemental Trademark Security Agreement secures the payment of all amounts which constitute part of the 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental Trademark Security Agreement. Delivery of an executed counterpart of this Supplemental 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 Supplemental Trademark Security Agreement. Any party delivering an executed counterpart of this Supplemental Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplemental Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplemental Trademark Security Agreement.

7. **CONSTRUCTION.** This Supplemental Trademark Security Agreement is a Loan Document. Unless the context of this Supplemental 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 Supplemental Trademark Security Agreement refer to this Supplemental Trademark Security Agreement as a whole and not to any particular provision of this Supplemental Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Supplemental 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, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) 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 Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) 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 Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider 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 SUPPLEMENTAL 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 SUPPLEMENTAL 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 SUPPLEMENTAL 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 SUPPLEMENTAL 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 SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT AGAINST ANY ASSIGNOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

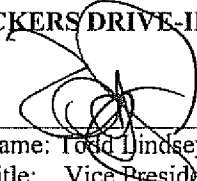
**11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, AND AGREE THAT ANY SUCH ACTION, PROCEEDING 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.**

[SIGNATURE PAGE FOLLOWS]

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

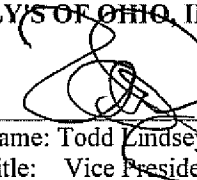
**ASSIGNORS:**

**CHECKERS DRIVE-IN RESTAURANTS, INC.**

By:  \_\_\_\_\_  
Name: Todd Lindsey  
Title: Vice President and Chief Financial Officer

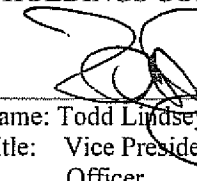
*BRD*

**RALLY'S OF OHIO, INC.**

By:  \_\_\_\_\_  
Name: Todd Lindsey  
Title: Vice President and Chief Financial Officer

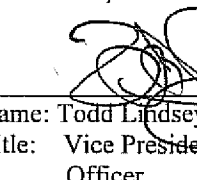
*BRD*

**TAXI HOLDINGS CORP.**

By:  \_\_\_\_\_  
Name: Todd Lindsey  
Title: Vice President and Chief Financial Officer

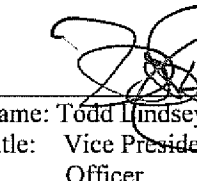
*BRD*

**CHECKERCO, INC.**

By:  \_\_\_\_\_  
Name: Todd Lindsey  
Title: Vice President and Chief Financial Officer

*BRD*


**OFFICIAL BURGER OF TAMPA BAY, INC.**

By:  \_\_\_\_\_  
Name: Todd Lindsey  
Title: Vice President and Chief Financial Officer

*BRD*

ACCEPTED AND ACKNOWLEDGED BY  
COLLATERAL AGENT:

WELLS FARGO CAPITAL FINANCE, INC.

By:   
Name: Evan J. Farrell  
Title: Vice President

SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004901 FRAME: 0660



**SCHEDULE I**  
**to**  
**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Assignor</b>	<b>Country/State</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg. Date</b>
Checkers Drive-In Restaurants, Inc.	U.S.	BACON DOUBLE UP	(85/663028)	(6/27/12)
Checkers Drive-In Restaurants, Inc.	U.S.	CHECKMATE	(85/505619)	(12/29/11)
Checkers Drive-In Restaurants, Inc.	U.S.	CHEESE CHILI CHEESE FRIES	(85/702304)	(8/13/12)
Checkers Drive-In Restaurants, Inc.	U.S.	FRY LOVER'S BURGER	(85/606695)	(4/24/12)
Checkers Drive-In Restaurants, Inc.	U.S.	HOLE-LOTTA	(85/497179)	(12/16/11)
Official Burger of Tampa Bay, Inc.	U.S.	OFFICIAL BURGER OF TAMPA BAY	4,122,307	4/3/12
Checkers Drive-In Restaurants, Inc.	Alabama	CHECKERS	102812	2/12/86