

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Parity Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Official Burger of Tampa Bay, Inc.		11/16/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	Corporate Trust Services, MAC N-9311-115		
Internal Address:	625 Marquette Avenue, 11th Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4122307	OFFICIAL BURGER OF TAMPA BAY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038507-0265		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

Date:

11/26/2012

Total Attachments: 10

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PARITY LIEN TRADEMARK SECURITY AGREEMENT

This PARITY LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th 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 Bank, National Association, a national banking association ("Wells Fargo"), 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 Indenture dated as of November 16, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among TAXI HOLDINGS, CORP., a Delaware corporation ("Parent"), CHECKERS DRIVE-IN RESTAURANTS, INC., a Delaware corporation ("Issuer"), 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"), and Wells Fargo, as trustee and as Collateral Agent, the Issuer has agreed to issue certain 11.00% Senior Secured Notes due 2017 (the "Notes") to the purchasers thereof from time to time (the "Holders") pursuant to the terms and conditions thereof;

WHEREAS, the Holders are willing to purchase the Notes as provided for in the Indenture, but only upon the condition, among others, that the Issuer and the Guarantors shall have executed and delivered to Collateral Agent, for the benefit of Secured Creditors, that certain Parity Lien Security Agreement, dated as of November 16, 2012 (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 are required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this 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 Indenture.

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 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 or liquidation 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 Note 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 of all of the Secured Obligations other than unasserted contingent indemnification Secured Obligations. 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. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED CREDITORS, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED CREDITORS HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THE PROVISIONS OF THIS AGREEMENT OR THE OTHER INDENTURE DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

9. 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.

10. 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 COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE COLLATERAL 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.

11. 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 COLLATERAL 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.

12. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES 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 AGREES 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 Parity Lien Trademark Security Agreement to be executed and delivered as of the day and year first above written.

ASSIGNOR:

CHECKERS DRIVE-IN RESTAURANTS, INC.,
a Delaware corporation

By: _____

Name: Todd Lindsey

Title: Vice-President and Chief Financial
Officer

OFFICIAL BURGER OF TAMPA BAY, INC.,
a Florida corporation

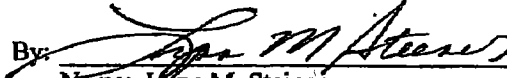
By: _____

Name: Todd Lindsey

Title: Vice-President and Chief Financial
Officer

**ACCEPTED AND ACKNOWLEDGED BY
COLLATERAL AGENT:**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
a national banking association

By: 
Name: Lynn M. Steiner
Title: Vice President

SCHEDULE I
to
PARITY LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications¹

Mark	Reg. No./ (App. No.)	Reg. Date/ (App. Date)	Jurisdiction
RALLY'S HAMBURGERS (and design)	1,362,660 (73/524,564)	9/24/85 (2/28/85)	U.S. Federal
CHAMP BURGER	1,643,779 (74/025,804)	5/07/91 (2/2/90)	U.S. Federal
CHECKERS BURGERS-FRIES-COLAS (and design)	1,656,487 (74/034,589)	9/10/91 (3/5/90)	U.S. Federal
RALLY'S	1,735,052 (74/197,709)	11/24/92 (8/22/91)	U.S. Federal
Miscellaneous Design (Building Design)	1,750,671 (74/289,649)	2/2/93 (6/29/92)	U.S. Federal
CHECKERS	1,782,889 (74/312,201)	7/20/93 (6/26/92)	U.S. Federal
Sensory Mark (Cha-Ching)	1,795,371 (74/247,076)	9/28/93 (10/30/91)	U.S. Federal
Miscellaneous Design (Checkers Man)	1,799,768 (74/285,575)	10/19/93 (6/17/92)	U.S. Federal
RALLYBURGER	1,799,561/ (74/362,647)	10/19/93 (3/1/93)	U.S. Federal
Sensory Mark (Ching)	1,838,887 (74/247,077)	6/7/94 (10/30/91)	U.S. Federal
RALLY'S HAS IT RIGHT	1,841,056 (74/427,350)	6/21/94 (8/20/93)	U.S. Federal
BIG BUFORD	1,952,628 (74/575,357)	1/30/96 (9/19/94)	U.S. Federal

¹ All trademarks are owned by Checkers Drive-In Restaurants, Inc. unless otherwise noted.

Mark	Reg. No./ (App. No.)	Reg. Date/ (App. Date)	Jurisdiction
CHECKERS BURGERS-FRIES-COLAS (and design in color)	1,956,292 (74/649,362)	2/13/96 (3/20/95)	U.S. Federal
HONEYGRILLED CHICKEN (Supplemental Register)	1,964,791 (74/613,596)	3/26/96 (12/21/94)	U.S. Federal
CHEESE DOUBLE CHEESE	2,513,306 (75/838,284)	11/27/01 (11/2/99)	U.S. Federal
RALLY'S BURGERS FRIES COLAS (and design)	2,595,536 (76/099,937)	7/16/02 (7/31/00)	U.S. Federal
RALLY'S BURGERS FRIES COLAS (and design in color)	2,592,669 (76/099,578)	7/9/02 (7/31/00)	U.S. Federal
CHECKERBURGER	2,590,861 (76/154,511)	7/9/02 (10/26/00)	U.S. Federal
YOU GOTTA EAT	2,921,900 (76/163,337)	2/1/05 (11/10/00)	U.S. Federal
CHECKERS	2,654,258 (76/362,544)	11/26/02 (1/24/02)	U.S. Federal
UNBELIEVE A BURGERS	2,731,425 (76/364,281)	7/1/03 (1/29/02)	U.S. Federal
UNBELIEVE-A-BURGERS	2,731,426 (76/364,282)	7/1/03 (1/29/02)	U.S. Federal
DEEP SEA DOUBLE	2,932,974 (78/345,325)	3/15/05 (12/24/03)	U.S. Federal
DOUBLE DRIVE DEALS	3,162,370 (78/755,744)	10/24/06 (11/17/05)	U.S. Federal
LITTLE PLACE BIG TASTE	3,562,164 (77/298,495)	1/13/09 (10/8/07)	U.S. Federal
DOUBLE VALUE MENU	3,562,246 (77/343,140)	1/13/09 (12/4/07)	U.S. Federal
DOUBLE DEALS	3,562,264 (77/348,639)	1/13/09 (12/11/07)	U.S. Federal
SINGLE DEALS	3,562,265 (77/348,640)	1/13/09 (12/11/07)	U.S. Federal
FLAVORHOOD	3,670,729 (77/560,175)	8/18/09 (9/2/08)	U.S. Federal

Mark	Reg. No./ (App. No.)	Reg. Date/ (App. Date)	Jurisdiction
BACONZILLA	3,703,466 (77/657,145)	10/27/09 (1/27/09)	U.S. Federal
5 KICKIN' FLAVORS	3,877,707 (77/769,657)	11/16/10 (6/27/09)	U.S. Federal
CRAZY GOOD	3,883,766 (77/769,658)	11/30/10 (6/27/09)	U.S. Federal
CLASSIC WINGS	3,877,708 (77/769,659)	11/16/10 (6/27/09)	U.S. Federal
ANONYMOUS CHICKEN	3,877,709 (77/769,660)	11/16/10 (6/27/09)	U.S. Federal
Miscellaneous Design (Anonymous Chicken)	(77/769,662)	(6/27/09)	U.S. Federal
FEAST ON	(77/856,712)	(10/24/09)	U.S. Federal
FIERY JALAPENO DOUBLE	3,868,605 (77/871,346)	10/26/10 (11/12/09)	U.S. Federal
MORE FOR LESS	3,871,491 (77/881,338)	11/2/10 (11/26/09)	U.S. Federal
BACON CHEDDAR WORKS	(77/929,175)	(2/5/10)	U.S. Federal
BACKWOODS B-B-Q	(77/929,180)	(2/5/10)	U.S. Federal
FLAVOR BUILT BURGERS	(77/929,182)	(2/5/10)	U.S. Federal
SAVORY SHROOM & SWISS	(77/929,187)	(2/5/10)	U.S. Federal
DEVOUR THE NIGHT	(77/934,565)	(2/12/10)	U.S. Federal
SEASONED OPINIONS	(85/051,395)	(6/1/10)	U.S. Federal
BBQZILLA	4,052,106	11/8/11	U.S. Federal
MEGAZILLA	4,052,107	11/8/11	U.S. Federal
SHROOMZILLA	4,152,628	6/5/12	U.S. Federal
ZILLA COMBOS	4,034,566	10/4/11	U.S. Federal
CHA-CHING	4,180,455	7/24/12	U.S. Federal
AUSSIE	4,176,803	7/17/12	U.S. Federal
SMOKING SAUSAGE	4,176,940	7/17/12	U.S. Federal
TWO'S YOUR DADDY	4,133,170	4/24/12	U.S. Federal
CHEESE CHILI CHEESE FRIES	(85/702304)	(8/13/12)	U.S. Federal

<u>Mark</u>	<u>Reg. No./ (App. No.)</u>	<u>Reg. Date/ (App. Date)</u>	<u>Jurisdiction</u>
HOLE-LOTTA	(85/497,179)	(12/16/11)	U.S. Federal
OFFICIAL BURGER OF TAMPA BAY ²	4,122,307	4/3/12	U.S. Federal

² This trademark is owned by Official Burger of Tampa Bay, Inc.