

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIVE GUYS HOLDINGS, INC.		10/17/2012	CORPORATION: DELAWARE
Five Guys Enterprises LLC		10/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
Five Guys Foods LLC		10/17/2012	LIMITED LIABILITY COMPANY: VIRGINIA
Five Guys Operations, LLC		10/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1808 Aston Avenue		
Internal Address:	Suite 250		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	National Association: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2576160	FIVE GUYS	
Registration Number:	3079591	FIVE GUYS FAMOUS BURGERS AND FRIES	
Registration Number:	3569218	FIVE GUYS BURGERS AND FRIES	
Registration Number:	3571563	FIVE GUYS BURGERS AND FRIES	
Registration Number:	4252320	FIVE GUYS	
Serial Number:	85255023	FIVE GUYS BURGERS AND FRIES	
Serial Number:	85512472	FIVE	
		100% FRESH BEEF NO FILLERS NO PRESERVATIVES OUR MENU IS TRANS FAT FREE WE COOK ALL OUR MEAT JUICY AND WELL-DONE BURGERS HAMBURGER CHEESEBURGER	
		TRADEMARK	

OP \$290.00 2576160

Serial Number:	85675611	BACON BURGER BACON CHEESEBURGER BURGERS LITTLE HAMBURGER LITTLE CHEESEBURGER LITTLE BACON BURGER LITTLE BACON CHEESEBURGER DOGS KOSHER STYLE HOT DOG CHEESE DOG BACON DOG BACON CHEESE DOG SANDWICHES VEGGIE SANDWICH CHEESE VEGGIE SANDWICH GRILLED CHEESE REGULAR LARGE FREE REFILLS BOTTLED WATER FRIES FIVE GUYS STYLE & CAJUN STYLE LG FRIES REG FRIES FRESH CUT POTATOES COOKED IN 100% PEANUT OIL NO CHOLESTEROL OR PRESERVATIVES ALL TOPPINGS FREE MAYO LETTUCE PICKLES TOMATOES GRILLED ONIONS GRILLED MUSHROOMS KETCHUP MUSTARD RELISH ONIONS JALAPENO PEPPERS GREEN PEPPERS A-1 SAUCE BAR-B-Q SAUCE HOT SAUCE (EVERYTHING OR ALL THE WAY RECEIVES ONLY THE TOPPINGS IN BLACK)
Serial Number:	85739829	
Serial Number:	85684799	LITTLE HAMBURGER
Serial Number:	85739864	

CORRESPONDENCE DATA

Fax Number: 6173417701

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

Email: mfisher@morganlewis.com

Correspondent Name: Marney Smyth Fischer

Address Line 1: Morgan Lewis & Bockius LLP

Address Line 2: 225 Franklin Street, 16th Floor

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Marney Smyth Fischer
Signature:	/Marney Smyth Fischer/
Date:	12/27/2012

Total Attachments: 49

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TRADEMARK

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TRADEMARK
REEL: 004929 FRAME: 0758

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, this “Trademark Agreement”) dated as of October 17, 2012, by and among **FIVE GUYS HOLDINGS, INC.**, a Delaware corporation (the “Borrower”), the Affiliates of the Borrower identified on Schedule A attached hereto, and each Person that becomes a “Grantor” hereunder pursuant to the terms of Section 20 hereof (each such Person together with the Borrower and the Affiliates identified on Schedule A attached hereto, collectively, the “Grantors” and each individually, a “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders (as defined below).

WHEREAS, the Borrower, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the Administrative Agent have entered into that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the “Credit Agreement”), and pursuant to the terms of the Credit Agreement, the Lenders have agreed to provide the Borrower certain extensions of credit;

WHEREAS, it is a condition precedent to the Lenders’ providing such extensions of credit under the Credit Agreement to the Borrower that the Grantors execute and deliver to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a Trademark Agreement in the form hereof; and

WHEREAS, each Grantor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, the Security Agreement (as defined in the Credit Agreement) pursuant to which each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in certain of the Grantors’ personal property and fixture assets, including without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule B attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

[Obligor Number: 0263169814]

“Assignment of Marks” has the meaning specified in Section 2.1.

“Associated Goodwill” means all goodwill of each Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

“Pledged Trademarks” means all of each Grantor’s right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

“PTO” means the United States Patent and Trademark Office.

“Related Assets” means all assets, rights and interests of each Grantor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer’s, dealer’s or distributor’s name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials,

components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

“Trademark License Rights” means any and all past, present or future rights and interests of any Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Grantor, or to which such Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party.

“Trademark Registrations” means all past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Grantor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

“Trademark Rights” means any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

“Trademarks” means all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Grantor, that (i) are set forth on Schedule B hereto, or (ii) have been adopted, acquired, owned, held or used by such Grantor or are now owned, held or used by such Grantor, in such Grantor’s business, or with such Grantor’s products and services, or in which such Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Grantor

in such Grantor's business or with such Grantor's products and services, or in which such Grantor in the future acquires any right, title or interest.

"Use" means with respect to any Trademark, all uses of such Trademark by, for or in connection with any Grantor or its business or for the direct or indirect benefit of such Grantor or its business, including all such uses by such Grantor itself, by any of the affiliates of such Grantor, or by any franchisee, licensee or contractor of such Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Grantor hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties. In addition, each Grantor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Grantor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement in connection with a foreclosure.

2.2. Supplemental to Security Agreement. Pursuant to the Security Agreement each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the UCC. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of each Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that: (i) Schedule B sets forth a true and complete list of all Trademark Registrations now owned, licensed, controlled or used by such Grantor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Grantor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Grantor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim exists that the actual use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others; (vi) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) such Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into any written agreement with each of its present and future employees, agents, consultants, licensors and licensees as are necessary to enable such Grantor to comply with the covenants herein contained; (viii) such Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the Secretary of States for the State or Commonwealth where such Grantor is organized under the UCC and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Grantor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except as permitted by the Credit Agreement, no Grantor will (i) mortgage, pledge, assign, encumber, grant a security interest in or Lien on, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Trademark Agreement or the Security Agreement.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Obligations shall have been indefeasibly and finally paid and satisfied in full in cash or if there shall exist any commitment or obligation of the Secured Parties under the Credit Agreement or any other Loan Document, any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Grantor, within forty-five (45) days after the end of each fiscal quarter shall provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

5.2. Amendment to Schedule B to the Trademark Agreement and Annex to the Assignment of Marks. Each Grantor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Grantor's further approval or signature, by amending Schedule B hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 5.

6. TRADEMARK PROSECUTION.

6.1. Grantors Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Secured Party in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

6.2. Grantors' Duties, etc. With respect to all material Trademark Registrations and material Trademarks, each Grantor shall have the right and the duty to prosecute diligently any trademark registration applications of such Trademarks pending as of the date of this Trademark Security Agreement or thereafter, to preserve and maintain all rights in such Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect such Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any such Trademarks or Trademark Registrations. No Grantor may abandon any filed trademark registration application, or any Trademark Registration or Trademark unless such application, Trademark Registration, or Trademark, as applicable, is not material and such abandonment is in a reasonable manner consistent with such Grantor's past business practices and in the ordinary course of such Grantor's business. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors.

6.3. Grantors' Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the material

Trademarks, material Trademark Registrations and material Trademark Rights, in each case, in a commercially reasonable manner consistent with such Grantor's past business practices. Any Grantor may require the Administrative Agent to join in such suit or action as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Secured Party to any risk of liability. Each Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this Section 6.3.

6.4. Protection of Trademarks, etc. Each Grantor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the material Pledged Trademarks in a commercially reasonable manner consistent with such Grantor's past business practices. Subject to Section 6, no Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of such material Pledged Trademarks.

6.5. Notification by Grantors. Promptly upon obtaining knowledge thereof, the Grantors will notify the Administrative Agent in writing of (a) the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any material Trademarks or Trademark Registrations or (b) any other event affecting any Grantor's rights, title or interests in and to the material Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of such material Pledged Trademarks, the ability of any Grantor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.1), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the UCC, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least ten (10) days before

the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be breached, the Administrative Agent, in its own name or that of such Grantor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantors jointly and severally agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

9. POWER OF ATTORNEY.

Each Grantor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power, to the extent permitted by applicable law, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder; provided that the Administrative Agent shall only take such actions as such Grantor's attorney-in-fact upon the occurrence and during the continuance of an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES.

Each Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and

provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

11. COURSE OF DEALING.

No course of dealing between any Grantor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent or the Secured Parties in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors, such liability is to be borne jointly and severally.

13. OVERDUE AMOUNTS.

Until paid, all overdue amounts payable by any Grantor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

14. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF ANY GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE GRANTORS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL

FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

15. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in accordance with Section 10.02 of the Credit Agreement

16. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Required Lenders) and the Grantors, except as provided in Section 5.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

17. GOVERNING LAW; CONSENT TO JURISDICTION.

17.1. **GOVERNING LAW.** THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK.)

17.2. **SUBMISSION TO JURISDICTION.** EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. 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 AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

17.3. **WAIVER OF VENUE.** EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 17.2. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

17.4. **SERVICE OF PROCESS.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

18. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

19. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Trademark Agreement.

20. ADDITIONAL GRANTORS.

If, at the option of the Borrower or as required pursuant to Section 6.12 of the Credit Agreement, a Person that is not a Grantor is required to become a Grantor hereunder (such person, an “Additional Grantor”), such Person shall execute a joinder agreement in the form of Exhibit 2 (an “IP Security Agreement Supplement”), and there shall be no need to re-execute, amend or restate this Trademark Agreement in connection therewith. Upon such execution and delivery by any Additional Grantor, notice of which is hereby waived by the Grantors, such Additional Grantor shall be deemed to have made the representations and warranties set forth herein as of such time of such Additional Grantor’s execution thereof, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Trademark Agreement as of the Closing Date, and the Administrative Agent, for itself and for the benefit of the Secured Parties, shall be entitled to all of the benefits of such Additional Grantor’s obligations hereunder.

21. COUNTERPARTS; INTEGRATION; EFFECTIVENESS.

This Trademark Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Trademark Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Trademark Agreement .

22. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Secured Party, regardless of any investigation made by the Administrative Agent or any Secured Party or on their behalf and notwithstanding that the Administrative Agent or any Secured Party may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation under the Credit Agreement and any other Loan Document shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

GRANTORS:

FIVE GUYS HOLDINGS, INC., a Delaware corporation

By: J. K. Murrell
Name: Jane K. Murrell
Title: Secretary/Treasurer

FIVE GUYS ENTERPRISES LLC, a Delaware limited liability company

By: J. K. Murrell
Name: Jane K. Murrell
Title: Secretary/Treasurer

FIVE GUYS FOODS LLC, a Virginia limited liability company

By: J. K. Murrell
Name: Jane K. Murrell
Title: Secretary/Treasurer

FIVE GUYS OPERATIONS, LLC, a Delaware limited liability company

By: J. K. Murrell
Name: Jane K. Murrell
Title: Secretary/Treasurer

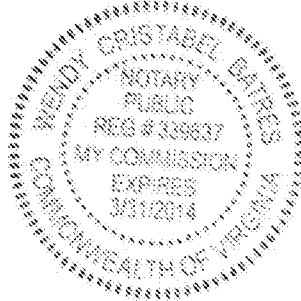
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)

) ss.

COUNTY OF FAIRFAX)

On this 14th day of October, 2012, before me, the undersigned notary public, personally appeared Jane K. Marshall, proved to me through satisfactory evidence of identification, which were VA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose (as Secretary/Treasurer for Five Guys Holdings, Inc., a Delaware corporation).



Wendy Cristabel Batres
(official signature and seal of notary)

My commission expires: March 31, 2014

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)

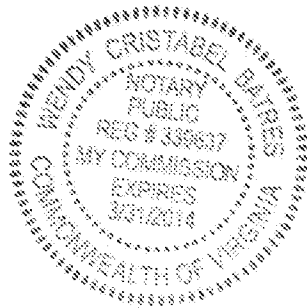
) ss.

COUNTY OF FAIRFAX)

On this 14th day of October, 2012, before me, the undersigned notary public, personally appeared James K. O'Hare, proved to me through satisfactory evidence of identification, which were VA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose (as Secretary/Treasurer for Five Guys Enterprises LLC, a Delaware limited liability company).

Wendy Cristabel Batres
(official signature and seal of notary)

My commission expires: March 31, 2014



CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)

) ss.

COUNTY OF FAIRFAX)

On this 18th day of October, 2012, before me, the undersigned notary public, personally appeared James K. Mitchell, proved to me through satisfactory evidence of identification, which were VA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose (as Secretary/Treasurer for Five Guys Foods LLC, a Virginia limited liability company).



Wendy Cristabel Bahr
(official signature and seal of notary)

My commission expires: March 31, 2014

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)

) ss.

COUNTY OF FAIRFAX)

On this 18th day of October, 2012, before me, the undersigned notary public, personally appeared James K. O'Connell, proved to me through satisfactory evidence of identification, which were VA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose (as Secretary/Treasurer for Five Guys Operations, LLC, a Delaware limited liability company).

Wendy Cristabel Batres
(official signature and seal of notary)

My commission expires: March 31, 2014



ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Sally Hoffman
Title: Managing Director

SCHEDULE A

Five Guys Enterprises LLC, a Delaware limited liability company
Five Guys Foods LLC, a Virginia limited liability company
Five Guys Operations, LLC, a Delaware limited liability company

SCHEDULE B

[See attached]

Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
Mark Name					Action Due		

747000-000044		Aruba	IM-20110302.12	03/02/2011	29331	04/21/2011	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing, namely, shirts, hats
029	Fried potatoes; processed peanuts
030	Meat; Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Restaurant services

747000-000045		Aruba	IM-20110302.13	03/02/2011	29332	04/21/2011	REGISTERED
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FIVE GUYS BURGERS AND FRIES

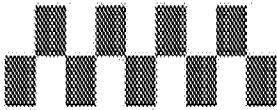
Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing, namely, shirts, hats
029	Fried potatoes; processed peanuts
030	Meat; Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Restaurant services

747000-000133		Aruba	IM-20110426.16	04/26/2011	29336	05/04/2011	REGISTERED
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Red/White Logo Design

Owner: Five Guys Holdings, Inc.



Class	Goods
025	Clothing, namely, shirts, hats
029	Fried potatoes; processed peanuts
030	Meat; Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Resturant services

747000-000011		Australia	1229127	03/12/2008	1229127	09/16/2008	REGISTERED
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FIVE GUYS BURGERS AND FRIES

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing; shirts; hats
043	Restaurant services

747900-000612	Australia	1229675	03/12/2008	1229675	09/16/2008	REGISTERED
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FIVE GUYS BURGERS AND FRIES (and DESIGN)

Owner: Five Guys Holdings, Inc.

FIVE GUYS
BURGERS and FRIES

Class	Goods
025	Clothing; shirts; hats
043	Restaurant services

747900-000646	Barbados	unknown	06/20/2011	FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing

747900-000647	Barbados	unknown	06/20/2011	FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Processed peanuts; fried potatoes.

747900-000648	Barbados	unknown	06/20/2011	FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
030	Sandwiches; hotdogs; hamburgers; cheeseburgers

747900-000649	Barbados	unknown	06/20/2011	FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
032	Non-alcoholic beverages

747900-000650	Barbados	unknown	06/20/2011	FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
035	Franchise services

747900-000651	Barbados	unknown	06/20/2011	FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Restaurant services

747000-000664	Belize	7832.11	06/01/2011	7832.11	10/31/2011	REGISTERED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						
Class Goods						
025 For Clothing, namely shirts, pull overs; headwear; namely hats, caps;						
029 For Processed peanuts; fried potatoes;						
030 For Sandwiches; hotdogs; hamburgers; cheeseburgers sandwiches;						
032 Non-alcoholic beverages;						
035 For restaurant franchising; franchise services namely, offering business management assistance in the establish and operation of restaurants.						
747000-000150	Belize	7833.11	06/01/2011	7833.11	10/03/2011	REGISTERED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						
Class Goods						
043 Restaurant services						
747000-000652	Bermuda	51513	02/22/2012			FILED / PUBLISHED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						
Class Goods						
025 Clothing						
747000-000653	Bermuda	51514	02/22/2012			FILED / PUBLISHED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						
Class Goods						
029 Processed peanuts; fried potatoes.						
747000-000654	Bermuda	51515	02/22/2012			FILED / PUBLISHED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						
Class Goods						
030 Sandwiches; hotdogs; hamburgers; cheeseburgers						
747000-000655	Bermuda	51516	02/22/2012			FILED / PUBLISHED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						
Class Goods						
032 Non-alcoholic beverages						
747000-000656	Bermuda	51517	02/22/2012			FILED / PUBLISHED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						
Class Goods						
035 Franchise services						
747000-000657	Bermuda	51518	02/22/2012			FILED / PUBLISHED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						
Class Goods						
043 Restaurant services.						

747900-000658	Brazil	903625652	05/10/2011				FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing

747900-000659	Brazil	903625709	05/10/2011				FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Processed peanuts; fried potatoes

747900-000660	Brazil	903625725	05/10/2011				FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
030	Sandwiches; hotdogs; hamburgers; cheeseburgers

747900-000661	Brazil	903625733	05/10/2011				FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
032	Non-alcoholic beverages

747900-000662	Brazil	903625741	05/10/2011				FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
035	Franchise services

747900-000663	Brazil	903625750	05/10/2011				FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Restaurant services

747900-000666	Canada	1,276,567	10/20/2005	TMA685,021	03/29/2007		REGISTERED
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FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)

Owner: Five Guys Holdings, Inc.

FIVE GUYS
FAMOUS
BURGERS and FRIES

Class	Goods
043	Restaurant services

Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
Mark Name						Action Due	

747900-000617		Canada	1448320	08/14/2009	TMA795,800	04/18/2011	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
042	Food and beverages, namely, sandwiches, hamburgers, cheeseburgers hot dogs, peanuts, fried potatoes, bottles water and soft drinks

747900-000634		Canada	1448743	08/19/2009	TMA786,732	01/10/2011	REGISTERED
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FIVE GUYS BURGERS AND FRIES

Owner: Five Guys Holdings, Inc.

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

747900-000693		Cayman Islands	CT6893549	05/12/2011	CT6893549	05/13/2011	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Restaurants services

747900-000665		Chile	966.892	08/23/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes.
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages

747900-000145		Chile	966.891	08/23/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
035	Franchise services;
043	Restaurant services;

747900-000666		China P.R.	9468244	05/16/2011	9468244	06/07/2012	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing

747900-000667		China P.R.	9468232	05/16/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Processed peanuts; fried potatoes.

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Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
Mark Name	Action Due						
747900-000668 FIVE GUYS		China P.R.	9468231	05/16/2011			FILED / PENDING
			Owner: Five Guys Holdings, Inc.				
			Class	Goods			
			030	Sandwiches; hotdogs; hamburgers; cheeseburgers			
747900-000669 FIVE GUYS		China P.R.	9468230	05/16/2011	9468230	06/07/2012	REGISTERED
			Owner: Five Guys Holdings, Inc.				
			Class	Goods			
			032	Non-alcoholic beverages			
747900-000670 FIVE GUYS		China P.R.	9468229	05/16/2011	9468229	07/27/2012	REGISTERED
			Owner: Five Guys Holdings, Inc.				
			Class	Goods			
			035	Advertising; Administration (commercial-) of the licensing of the goods and services of others; Procurement services for others [purchasing goods and services for other businesses]; Personnel recruitment; Relocation services for businesses; Administrative processing of purchase orders; Accounting; Sponsorship search			
747900-000671 FIVE GUYS		China P.R.	9468228	05/16/2011			FILED / PENDING
			Owner: Five Guys Holdings, Inc.				
			Class	Goods			
			043	Cafeterias; Canteens, Restaurants; Self-services restaurants; Snack-bars; Mobile supply of beverage and food; Rental of counters; Boarding for animals; Rental of chairs, tables, table linen, glassware			
747900-000672 FIVE GUYS		Colombia	11-070143	06/07/2011	438463	11/30/2011	REGISTERED
			Owner: Five Guys Holdings, Inc.				
			Class	Goods			
			025	Clothing			
747900-000673 FIVE GUYS		Colombia	11-070144	06/07/2011	438464	11/30/2011	REGISTERED
			Owner: Five Guys Holdings, Inc.				
			Class	Goods			
			029	Processed peanuts; fried potatoes			
747900-000674 FIVE GUYS		Colombia	11-070137	06/07/2011	438515	12/09/2011	REGISTERED
			Owner: Five Guys Holdings, Inc.				
			Class	Goods			
			030	Sandwiches; hotdogs; hamburgers; cheeseburgers			
747900-000675 FIVE GUYS		Colombia	11-070138	06/07/2011	438462	11/30/2011	REGISTERED
			Owner: Five Guys Holdings, Inc.				
			Class	Goods			
			032	Non-alcoholic beverages			

747900-000676	Colombia	11-070132	06/07/2011	438461	11/30/2011	REGISTERED
FIVE GUYS						

Owner: Five Guys Holdings, Inc.

Class	Goods
035	Franchise services

747900-000677	Colombia	11-070130	06/07/2011	438460	11/30/2011	REGISTERED
FIVE GUYS						

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Restaurant services

747900-000695	Community Trademark	004696721	10/20/2005	004696721	10/05/2006	REGISTERED
FIVE GUYS FAMOUS BURGERS AND FRIES						

Owner: Five Guys Holdings, Inc.



Class	Goods
043	Restaurant services

747900-000615	Community Trademark	006895296	05/07/2008	006895296	10/21/2008	REGISTERED
FIVE GUYS BURGER AND FRIES						

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Articles of clothing; shirts; hats
043	Restaurant services

747900-000616	Community Trademark	006893549	05/07/2008	006893549	10/21/2008	REGISTERED
FIVE GUYS						

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Restaurant services

747900-000678	Costa Rica	2011-3946	05/02/2011			FILED / PENDING
FIVE GUYS						

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Restaurant services

747900-000684	Curacao	D-110200	05/30/2011	15337	05/30/2011	REGISTERED
FIVE GUYS						

Owner: Five Guys Holdings, Inc.

747000-000686		Dominican Republic	2011-11925	05/12/2011	188996	08/02/2011	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes.
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Restaurant services

747000-000687		Greece	155081	05/24/2011			FILED / PUBLISHED
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FIVE GUYS

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes.
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Restaurant services

747000-000688		Hong Kong	301903509	04/29/2011	301903509	04/29/2011	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes.
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Restaurant services

747000-000689		Indonesia	D00 2011 022700	06/08/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing

747000-000135		Indonesia	D00 2011 022702	06/08/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Processed peanuts; fried potatoes.

747000-000136		Indonesia	D00 2011 022698	06/08/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
030	Sandwiches; hotdogs; hamburgers; cheeseburgers

747000-000137	Indonesia	D00 2011 022696	06/08/2011				FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
032	Non-alcoholic beverages

747000-000138	Indonesia	J00 2011 022705	06/08/2011				FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
035	Franchise services

747000-000139	Indonesia	J00 2011 022706	06/08/2011				FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
043	

747000-000152	Iran	190110430	01/29/2012				FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
012	License plate frames
025	Clothing, namely, shirts, pull-overs; headwear; hats
029	Fried potatoes; processed peanuts; hot dogs; hamburgers
030	Sandwiches; hotdog sandwiches; hamburger sandwiches; cheeseburger sandwiches; non-alcoholic beverages, namely, bottled water
032	Non-alcoholic beverages, namely, carbonated beverages; soft drinks; noncarbonated beverages

747000-000590	Israel	237810	05/16/2011				FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes.
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Restaurant services

747000-000691	Jamaica	058176	05/25/2011	58176	05/25/2011		REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes.
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services, namely, offering business management assistance in the establishment and operation of restaurants
043	Restaurant services

747900-000635		Japan	2009-86119	11/13/2009	5351050	09/03/2010	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
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.

747900-000636		Japan	2010-000940	01/08/2010	5351062	09/03/2010	REGISTERED
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FIVE GUYS BURGERS AND FIRES

Owner: Five Guys Holdings, Inc.

Class	Goods
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.

747900-000140		Macao	010088334	06/30/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes; hamburgers and cheeseburgers (meat)
030	Sandwiches; hotdogs
032	Non-alcoholic beverages
035	Franchise services

747900-000695		Malaysia	2011/07443	04/25/2011			FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing

747900-000696		Malaysia	2011/007444	04/25/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Processed peanuts; fried potatoes; hamburgers; cheeseburgers

747900-000697		Malaysia	2011/007445	04/25/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
030	Sandwiches; hotdogs; hamburgers in buns; cheeseburgers (sandwiches)

747900-000696	Malaysia	2011/007446	04/25/2011			FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
032	Non-alcoholic beverages

747900-000699	Malaysia	2011/007447	04/25/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
035	Administration of the business affairs of franchises; business advise and assistance relating to the operation and establishment of the franchise business.

747900-000100	Malaysia	2011/007448	04/25/2011			FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Restaurant services

747900-000604	Mexico	746162	10/20/2005	950636	08/30/2006	REGISTERED
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FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)

Owner: Five Guys Holdings, Inc.

FIVE GUYS
FAMOUS
BURGERS and FRIES

Class	Goods
043	Restaurant services

747900-000622	Mexico	1033365	09/11/2009	1141911	02/09/2010	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	clothing

747900-000623	Mexico	1033366	09/11/2009	1168688	07/15/2010	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Fried potatoes; processed peanuts

747900-000624	Mexico	1033367	09/11/2009	1141912	02/09/2010	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
030	Sandwiches; hotdogs

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Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
Mark Name					Action Due		
747900-000625		Mexico	1033368	09/11/2009	1141913	02/09/2010	REGISTERED
FIVE GUYS							
Owner: Five Guys Holdings, Inc.							
Class Goods							
032 Non-alcoholic beverages, namely, carbonated beverages							
747900-000626		Mexico	1033369	09/11/2009	1170637	07/27/2010	REGISTERED
FIVE GUYS							
Owner: Five Guys Holdings, Inc.							
Class Goods							
035 Franchise services, in particular the services of commercial management of product licenses and services for third parties							
747900-000627		Mexico	1033370	09/11/2009	1188036	11/08/2010	REGISTERED
FIVE GUYS							
Owner: Five Guys Holdings, Inc.							
Class Goods							
043 Resturant services							
747900-000628		Mexico	1033359	09/11/2009	1141908	02/09/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES							
Owner: Five Guys Holdings, Inc.							
Class Goods							
025 clothing							
747900-000629		Mexico	1033360	09/11/2009	1168687	07/15/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES							
Owner: Five Guys Holdings, Inc.							
Class Goods							
029 Fried potatoes; processed peanuts							
747900-000630		Mexico	1033361	09/11/2009	1141909	02/09/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES							
Owner: Five Guys Holdings, Inc.							
Class Goods							
030 sandwiches; hotdogs							
747900-000631		Mexico	1033362	09/11/2009	1141910	02/09/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES							
Owner: Five Guys Holdings, Inc.							
Class Goods							
032 Non-alcoholic beverages, namely, carborated beverages							
747900-000632		Mexico	1033363	09/11/2009	1170636	07/27/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES							
Owner: Five Guys Holdings, Inc.							
Class Goods							
035 Franchise services, in particular the services of commercial management of product licenses and services for third parties							

747900-000633	Mexico	1033364	09/11/2009	1183422	10/12/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES						

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Resturant services

747900-000101	New Zealand	840543	04/19/2011			FILED / PENDING
FIVE GUYS						

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Processed peanuts; fried potatoes.
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
035	Franchise services
043	Restaurant services

747900-000101	New Zealand	957931	04/19/2011	957931	08/28/2012	REGISTERED
FIVE GUYS						

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing, footwear, headgear.
029	Fried potatoes; meat, fish, poultry and game; meal extracts; eggs, milk and milk products; prepared meals; potatoe crisps.
030	Sandwiches, hotdogs; hamburgers; cheeseburgers; coffee, tea, cocoa, sugar, rice, artifical coffee; flour and preparations made from cereals, bread, pastry and confectionery; ices; yeast, baking-powder; salt; ice; prepared meals; pies.
032	Non-alcoholic beverages; beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.
035	Customer loyalty and incentive schemes; promotional schemes; franchise services; provision of business assistance in the operation of franchises; advertising; business management; business administration; office functions; information, advisory and consultancy services in respect of the aforesaid.
043	Restaurant services; bar and catering services; information, advisory and consultancy services in respect of the aforesaid.

747900-000618	Norway	2000904367	04/30/2009	251649	06/30/2009	REGISTERED
FIVE GUYS						

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing, namely, shirts, hats
035	Franchise services
043	Restaurant services

747900-000620	Norway	200904368	04/30/2009	251650	06/30/2009	REGISTERED
FIVE GUYS BURGERS AND FRIES						

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing, namely, shirts, hats
035	Franchise services
043	Restaurant services

747900-000102	Panama	200949	06/02/2011	200949	06/02/2011	REGISTERED
FIVE GUYS						

Class	Goods
025	Clothing

Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
Mark Name					Action Due		

747900-000103		Panama	200947	06/02/2011	200947	06/02/2011	REGISTERED
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FIVE GUYS

Class	Goods
029	Processed peanuts; fried potatoes

747900-000104		Panama	200948	06/02/2011	200948	06/02/2011	REGISTERED
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FIVE GUYS

Class	Goods
030	Sandwiches; hotdogs; hamburgers; cheeseburgers

747900-000105		Panama	200946	06/02/2011	200946	06/02/2011	REGISTERED
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FIVE GUYS

Class	Goods
032	Non-alcoholic beverages

747900-000106		Panama	201382	06/16/2011	201382	06/16/2011	REGISTERED
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FIVE GUYS**Owner:** Five Guys, Inc.

Class	Goods
035	advertising services; business management; business administration; office functions

747900-000107		Panama	200945	06/02/2011	200945	06/02/2011	REGISTERED
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FIVE GUYS**Owner:** Five Guys, Inc.

Class	Goods
43	Restaurant services

747900-000108		Philippines	4-2011-604544A	04/18/2011			FILED / PUBLISHED
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FIVE GUYS**Owner:** Five Guys Holdings, Inc.

Class	Goods
025	Clothing
035	Franchise services

747900-000146		Philippines	4-2011-604544B	04/18/2011			FILED / PUBLISHED
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FIVE GUYS (Cls. 29 and 32)**Owner:** Five Guys Holdings, Inc.

Class	Goods
029	PROCESSED PEANUTS; FRIED POTATOES; ALL THE AFORESAID GOODS FALLING IN CLASS 29
032	NON-ALCOHOLIC BEVERAGES; ALL THE AFORESAID GOODS FALLING IN CLASS 32

747900-000636		Republic of Korea	45-2010-59	01/07/2010	45-0036847	11/04/2011	REGISTERED
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FIVE GUYS**Owner:** Five Guys Holdings, Inc.

Class	Goods
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

Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
Mark Name					Action Due		

747500-000637		Republic of Korea	45-2010-664	02/17/2010	45-0036733	10/25/2011	REGISTERED
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FIVE GUYS BURGER AND FRIES

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing, namely, shirts and bats;
029	Fried potatoes, peanuts;
030	Foods and beverages;
032	Non-alcoholic beverages, namely, carbonated beverages;

747500-000109		Russian Federation	2011714568	05/11/2011	461159	05/04/2012	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing
029	Processed peanuts; fried potatoes.
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
043	Restaurant services

747500-000116		Singapore	T1105298B	04/21/2011	T1105298B	07/06/2012	REGISTERED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothings
029	Processed peanuts; fried potatoes; hotdog sausages; burgers [meat patties]; meat burgers including hamburgers and cheeseburgers [meat patties].
030	Sandwiches; sandwiches containing hamburgers; bread rolls.
032	Non-alcoholic beverages
035	Franchise services, being provision of business assistance and administration in the establishment and/or operation of franchises and business advisory for franchisees.
043	Restaurant services

747500-000127		South Africa	2011/09266	04/14/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
025	Clothing, footwear, headgear

747500-000128		South Africa	2011/09267	04/14/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruit and vegetables; jellies, jams, eggs, milk and milk products; edible oils and fats; processed peanuts; fried potatoes

747500-000129		South Africa	2011/09268	04/14/2011			FILED / PENDING
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
030	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry, and confectionery, ices; honey; treacle; yeast, baking-powder; salt; mustard; vinegar, sauces (condiments); spices; ice; sandwiches; hotdogs; hamburgers; cheeseburgers


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Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
Mark Name						Action Due	
747900-000130		South Africa	2011/09269	04/14/2011			FILED / PENDING
FIVE GUYS							
						Owner: Five Guys Holdings, Inc.	
			Class	Goods			
			032	Beers; mineral and aerated waters; non-alcoholic beverages; fruit drinks and fruit juices; syrups and other preparations for making beverages			
747900-000131		South Africa	2011/09270	04/14/2011			FILED / PENDING
FIVE GUYS							
						Owner: Five Guys Holdings, Inc.	
			Class	Goods			
			035	Advertising; business management; business administration; office functions; retail, wholesale, import, export; franchise services			
747900-000132		South Africa	2011/09271	04/14/2011			FILED / PENDING
FIVE GUYS							
						Owner: Five Guys Holdings, Inc.	
			Class	Goods			
			043	Services for providing food and drink; temporary accommodation; restaurant services.			
747900-000092		St. Kitts-Nevis	2011/0332	10/12/2011			FILED / PENDING
FIVE GUYS							
						Owner: Five Guys Holdings, Inc.	
			Class	Goods			
			025	Clothing			
			029	Processed peanuts; fried potatoes.			
			030	Sandwiches; hotdogs; hamburgers; cheeseburgers			
			032	Non-alcoholic beverages			
			035	Franchise services			
			043	Restaurant services			
747900-000094		St. Lucia	TM/2011/000233	05/20/2011	TM/2011/000233	01/19/2012	REGISTERED
FIVE GUYS							
						Owner: Five Guys Holdings, Inc.	
			Class	Goods			
			025	Clothing, namely, shirts, pull overs; headgear for wear, hats.			
			029	Processed peanuts; fried potatoes.			
			030	Sandwiches; hotdogs; hamburgers; cheeseburgers.			
			032	Non-alcoholic beverages.			
			035	Franchise services.			
			043	Restaurant services			
747900-000019		Switzerland	54721/2009	04/29/2009	592140	10/12/2009	REGISTERED
FIVE GUYS							
						Owner: Five Guys Holdings, Inc.	
			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).			

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Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus
Mark Name					Action Due		
747900-000021		Switzerland	54720/2009	04/29/2009	592139	10/12/2009	REGISTERED
FIVE GUYS BURGER AND FRIES							
Owner: Five Guys Holdings, Inc.							
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).						
747900-000119		Taiwan	100018943	04/18/2011	01504519	02/01/2012	REGISTERED
FIVE GUYS							
Owner: Five Guys Holdings, Inc.							
Class	Goods						
025	Clothing						
029	Processed peanuts; fried potatoes; hotdogs (meat)						
030	Sandwiches; hotdogs (with buns); hamburgers; cheeseburgers						
032	Non-alcoholic beverages						
035	Business management consultancy in relation to franchise						
043	Restaurant services						
747900-000118		Turkey	2011/39969	05/11/2011			FILED / PUBLISHED
FIVE GUYS							
Owner: Five Guys Holdings, Inc.							
Class	Goods						
025	Clothing						
029	Processed peanuts; fried potatoes.						
030	Sandwiches; hotdogs; hamburgers; cheeseburgers						
032	Non-alcoholic beverages						
035	Franchise services						
747900-000079		Turks & Caicos	16619	07/25/2011	16619	07/25/2011	REGISTERED
FIVE GUYS							
Owner: Five Guys Holdings, Inc.							
Class	Goods						
029	Processed peanuts; fried potatoes						
747900-000090		Turks & Caicos	16620	07/25/2011	16620	07/25/2011	REGISTERED
FIVE GUYS							
Owner: Five Guys Holdings, Inc.							
Class	Goods						
030	Sandwiches; hotdogs; hamburgers; cheeseburgers						
747900-000091		Turks & Caicos	16621	07/25/2011	16621	07/25/2011	REGISTERED
FIVE GUYS							
Owner: Five Guys Holdings, Inc.							
Class	Goods						
032	Non-alcoholic beverages						

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Client Matter	Filing#	Country	Application Number	Filing Date	Registration Number	Registration Date	Status/Substatus				
Mark Name					Action Due						
747000-000682		Turks & Caicos	16622	07/25/2011	16622	07/25/2011	REGISTERED				
FIVE GUYS											
Owner: Five Guys Holdings, Inc.											
<table><tr><th>Class</th><th>Goods</th></tr><tr><td>035</td><td>Franchise services</td></tr></table>								Class	Goods	035	Franchise services
Class	Goods										
035	Franchise services										
747000-000683		Turks & Caicos	16623	07/25/2011	16623	07/25/2011	REGISTERED				
FIVE GUYS											
Owner: Five Guys Holdings, Inc.											
<table><tr><th>Class</th><th>Goods</th></tr><tr><td>043</td><td>Franchise services</td></tr></table>								Class	Goods	043	Franchise services
Class	Goods										
043	Franchise services										
747000-000117		Turks & Caicos	16618	07/25/2011	16618	07/25/2011	REGISTERED				
FIVE GUYS											
Owner: Five Guys Holdings, Inc.											
<table><tr><th>Class</th><th>Goods</th></tr><tr><td>025</td><td>Clothing</td></tr></table>								Class	Goods	025	Clothing
Class	Goods										
025	Clothing										
747000-000609		United Arab Emirates	107775	02/24/2008	101291	02/24/2008	REGISTERED				
FIVE GUYS BURGERS AND FRIES (and Design)											
Owner: Five Guys Holdings, Inc.											
											
<table><tr><th>Class</th><th>Goods</th></tr><tr><td>025</td><td>Clothing, namely, shirts, hats</td></tr></table>								Class	Goods	025	Clothing, namely, shirts, hats
Class	Goods										
025	Clothing, namely, shirts, hats										
747000-000610		United Arab Emirates	107777	02/24/2008	101292	02/24/2008	REGISTERED				
FIVE GUYS BURGERS AND FRIES											
Owner: Five Guys Holdings, Inc.											
<table><tr><th>Class</th><th>Goods</th></tr><tr><td>025</td><td>Clothing, namely, shirts, hats</td></tr></table>								Class	Goods	025	Clothing, namely, shirts, hats
Class	Goods										
025	Clothing, namely, shirts, hats										
747000-000613		United Arab Emirates	107776	02/24/2008	103926	06/01/2010	REGISTERED				
FIVE GUYS BURGERS AND FRIES											
Owner: Five Guys Holdings, Inc.											
<table><tr><th>Class</th><th>Goods</th></tr><tr><td>043</td><td>Restaurant services</td></tr></table>								Class	Goods	043	Restaurant services
Class	Goods										
043	Restaurant services										

747900-000014	United Arab Emirates	107778	02/25/2008	103927	06/01/2010	REGISTERED
FIVE GUYS BURGERS AND FRIES (and Design)						
Owner: Five Guys Holdings, Inc.						



			Class	Goods		
			043	Restaurant services		
747900-000002	United States	76/316757	09/24/2001	2576160	06/04/2002	REGISTERED
FIVE GUYS						
Owner: Five Guys Holdings, Inc.						

			Class	Goods		
			042	Restaurant services		

747900-000003	United States	78/612780	04/20/2005	3,079,591	04/11/2006	REGISTERED
FIVE GUYS FAMOUS BURGERS AND FRIES (and Design)						
Owner: Five Guys Holdings, Inc.						



			Class	Goods		
			043	Restaurant services		
747900-000007	United States	77/389864	02/06/2008	3569218	02/03/2009	REGISTERED
FIVE GUYS BURGERS AND FRIES						
Owner: Five Guys Holdings, Inc.						

			Class	Goods		
			025	Clothing, namely, shirts, hats		
			043	Restaurant services		

747900-000008	United States	77/389875	02/06/2008	3571563	02/10/2009	REGISTERED
FIVE GUYS BURGERS AND FRIES (and Design)						
Owner: Five Guys Holdings, Inc.						



			Class	Goods		
			025	Clothing, namely, shirts, hats		
			043	Restaurant services		

747000-000042		United States	85/255019	03/02/2011			FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
012	License plate frames
025	Clothing, namely, shirts, pull-overs; headwear; hats
029	Fried potatoes; processed peanuts
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services

747000-000043		United States	85/255023	03/02/2011			FILED / PENDING
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FIVE GUYS BURGERS AND FRIES

Owner: Five Guys Holdings, Inc.

Class	Goods
012	License plate frames
025	Clothing, namely, shirts, pull-overs; headwear; hats
029	Fried potatoes; processed peanuts
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services

747000-000149		United States	85/512472	01/10/2012			FILED / PENDING
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FIVE

Owner: Five Guys Holdings, Inc.

Class	Goods
009	Magnetically coded gift cards
012	License plate frames
025	Clothing, namely, shirts, hats
029	Fried potatoes; processed peanuts
030	Sandwiches; hotdogs; hamburgers; cheeseburgers
032	Non-alcoholic beverages
035	Franchise services
042	Restaurant Services

747000-000153		United States	85/675611	07/12/2012			FILED / PENDING
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MENU BOARD

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Restaurant services; Fried potatoes; processed peanuts; Sandwiches; hotdogs; hamburgers; cheeseburgers; Non-alcoholic beverages

747000-000154		United States	85/739829	09/27/2012			FILED / PENDING
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Red/White Logo Design

Owner: Five Guys Holdings, Inc.



747900-000176	United States	85/684799	07/23/2012			FILED / PENDING
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LITTLE HAMBURGER

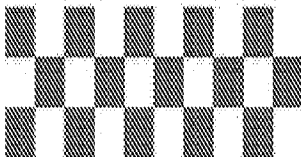
Owner: Five Guys Holdings, Inc.

Class	Goods
030	Hamburger sandwiches; Sandwiches

747900-000177	United States	85/739864	09/27/2012			FILED / PENDING
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FIVE GUYS LOGO (Red/White Check Design 2)

Owner: Five Guys Holdings, Inc.



Class	Goods
043	Restaurant services; Fried potatoes; processed peanuts; hot dogs; hamburgers; Sandwiches; hotdog sandwiches; hamburger sandwiches; cheeseburger sandwiches; Non-alcoholic beverages, namely, carbonated beverages; soft drinks; non-alcoholic beverages, namely, bottled water

747900-000122	Venezuela	010618-2011	06/16/2011			FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
029	Processed peanuts; fried potatoes.

747900-000123	Venezuela	010613-2011	06/16/2011			FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
030	Sandwiches; hotdogs; hamburger; cheeseburgers

747900-000125	Venezuela	010617-2011	06/16/2011			FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
035	Franchise services

747900-000126	Venezuela	010614-2011	06/16/2011			FILED / PUBLISHED
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FIVE GUYS

Owner: Five Guys Holdings, Inc.

Class	Goods
043	Restaurant services

Cases Selected: 135

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

Dated as of _____, ____ 20____

WHEREAS, **FIVE GUYS HOLDINGS, INC.**, a Delaware corporation, and each other entity set forth on the signature pages hereto (collectively, the “Assignors” and each individually, an “Assignor”) have adopted and used and are using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and are the owners of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____(the “Assignee”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument as of the date first written above.

ASSIGNORS:

FIVE GUYS HOLDINGS, INC., a Delaware corporation

By: _____
Name:
Title:

FIVE GUYS ENTERPRISES LLC, a Delaware limited liability company

By: _____
Name:
Title:

FIVE GUYS FOODS LLC, a Virginia limited liability company

By: _____
Name:
Title:

FIVE GUYS OPERATIONS, LLC, a Delaware limited liability company

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the _____ day of _____, 20__.

By: _____

Name:

Title:

ANNEX

[illegible]

EXHIBIT 2

FORM OF IP SECURITY AGREEMENT SUPPLEMENT

This IP Security Agreement Supplement, dated as of _____, 20__, is delivered pursuant to Section 20 of the Trademark Agreement referred to below. The undersigned hereby agrees that this IP Security Agreement Supplement may be attached to the Trademark Agreement, dated as of October 17, 2012 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Trademark Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), made by the undersigned, as a Grantor in favor of Wells Fargo Bank, National Association, as Administrative Agent.

By executing and delivering this IP Security Agreement Supplement, the undersigned, as provided in Section 20 of the Trademark Agreement, hereby becomes a party to the Trademark Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the undersigned, 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 Pledged Trademarks of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the Trademark Agreement.

The information set forth in Exhibit 2-A is hereby added to the information set forth in Schedule B to the Trademark Agreement and Schedule 5.17 of the Credit Agreement. By acknowledging and agreeing to this IP Security Agreement Supplement, the undersigned hereby agrees that this IP Security Agreement Supplement may be attached to the Trademark Agreement.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Section 3 of the Trademark Agreement applicable to it is true and correct on and as the date hereof as if made on and as of such date.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS IP SECURITY AGREEMENT SUPPLEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

[Additional Grantor]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED

as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Administrative Agent

By: _____

Name:

Title:

EXHIBIT 2-A

Please see attached.