

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CKE Restaurants Holdings, Inc.		04/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Carl's Jr. SPV Guarantor LLC		
Street Address:	6307 Carpinteria Ave.		
City:	Carpinteria		
State/Country:	CALIFORNIA		
Postal Code:	93013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3026862	CHANNEL ISLANDS ROASTING COMPANY	
Registration Number:	3026879	CHANNEL ISLANDS ROASTING CO.	
Registration Number:	2265351	STAR BUFFET	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dgaier@paulweiss.com, emendes@paulweiss.com		
Correspondent Name:	Danielle L. Gaier		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20408-001		
NAME OF SUBMITTER:	Danielle L. Gaier		
Signature:	/Danielle L. Gaier/		

Date:

04/02/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of April 1, 2013, by and between CKE Restaurants Holdings, Inc., a Delaware corporation located at 6307 Carpinteria Ave., Carpinteria, CA 93013 ("Assignor"), and Carl's Jr. SPV Guarantor LLC, a Delaware limited liability company located at 6307 Carpinteria Ave., Carpinteria, CA 93013 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1, and all goodwill connected with the use thereof or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have an to hold the same unto the Assignee and its successors and assigns forever as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC 1051(c), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK
ASSIGNMENT to be duly executed and delivered as of the date first written above.

**CKE RESTAURANTS HOLDINGS,
INC.**

By: 

Name: Charles A. Seigel III
Title: Secretary

CARL'S JR. SPV GUARANTOR, LLC

By: 

Name: Charles A. Seigel III
Title: Secretary

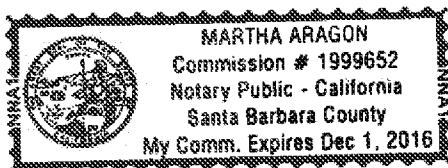
[Signature Page to Trademark Assignment of CKE Restaurants Holdings, Inc.]

ACKNOWLEDGMENT


STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA BARBARA)

On March 26, 2013 before me, MARTHA ARAGON, NOTARY PUBLIC, personally appeared Charles Alan Seigel, III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.




WITNESS my hand and official seal.


Signature of Notary Public

My Commission Expires: December 1, 2016

Schedule 1

Trademarks

Mark	Owner	Classes	App. No. App. Date	Reg. No. Reg. Date	Status
CHANNEL ISLANDS ROASTING COMPANY	CKE Restaurants Holdings, Inc.	30	78/394,317 03/31/04	3,026,862 12/13/05	Registered
	CKE Restaurants Holdings, Inc.	30	78/395,785 04/02/04	3,026,879 12/13/05	Registered
STAR BUFFET	CKE Restaurants Holdings, Inc.	42	75/236,939 02/05/97	2,265,351 07/27/99	Registered