

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Santa Barbara Restaurant Group LLC		04/01/2013	LIMITED LIABILITY COMPANY: 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: 11			
Property Type	Number	Word Mark	
Registration Number:	1689454	THE GREEN BURRITO	
Registration Number:	2924101	GREEN BURRITO	
Registration Number:	2846557		
Registration Number:	4243218	GB	
Registration Number:	1707040	BIG ED BURRITO	
Registration Number:	3015454	GREEN BURRITO	
Registration Number:	3412372	THE AUTHENTIC ALTERNATIVE	
Registration Number:	3526233	THE GREEN BURRITO	
Registration Number:	4185607	RED BURRITO	
Registration Number:	3263524	RED BURRITO	
Serial Number:	85560719	GREEN BURRITO	
CORRESPONDENCE DATA			
Fax Number:			

900251091

TRADEMARK
 REEL: 004996 FRAME: 0086

CH \$290.00 1689454

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

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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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of April 1, 2013, by and between Santa Barbara Restaurant Group LLC, a Delaware limited liability company located at 6307 Carpinteria Ave., Carpinteria, CA 93013 (“Grantor”), and Carl’s Jr. SPV Guarantor LLC, a Delaware limited liability company located at 6307 Carpinteria Ave., Carpinteria, CA 93013 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth in Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the “Agreement”), Grantor granted a security interest in certain intellectual property defined in the Agreement as the Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired to secure such loan in the aggregate value of the Contribution Assets, *provided that* the grant of security interest hereunder 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.

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

The Parties intend that this Notice 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 Secured Party's back-up security interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to provide notice of the back-up security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

THIS NOTICE 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 Notice 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.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

**SANTA BARBARA RESTAURANT
GROUP LLC**

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 Notice of Grant of Security Interest in Trademarks of Santa Barbara Restaurant Group LLC]

Schedule 1

Trademarks

Mark	Owner	Classes	App. No. App. Date	Reg. No. Reg. Date	Status
	Santa Barbara Restaurant Group LLC	42	74/165,474 05/10/91	1,689,454 05/26/92	REGISTERED
	Santa Barbara Restaurant Group LLC	43	78/154,779 08/15/02	2,924,101 02/01/05	REGISTERED
	Santa Barbara Restaurant Group LLC	30, 43	85/560,719 03/05/12	N/A	PENDING
	Santa Barbara Restaurant Group LLC	43	78/154,781 08/15/02	2,846,557 05/25/04	REGISTERED
	Santa Barbara Restaurant Group LLC	43	85/420,804 09/12/11	4,243,218 11/13/12	REGISTERED
BIG ED BURRITO	Santa Barbara Restaurant Group LLC	30	74/108,931 10/22/90	1,707,040 08/11/92	REGISTERED

Mark	Owner	Classes	App. No. App. Date	Reg. No. Reg. Date	Status
GREEN BURRITO	Santa Barbara Restaurant Group LLC	43	78/480,525 09/08/04	3,015,454 11/15/05	REGISTERED
THE AUTHENTIC ALTERNATIVE	Santa Barbara Restaurant Group LLC	43	77/101,561 02/07/07	3,412,372 04/15/08	REGISTERED
THE GREEN BURRITO	Santa Barbara Restaurant Group LLC	29, 30	77/068,306 12/20/06	3,526,233 11/04/08	REGISTERED
RED BURRITO	Santa Barbara Restaurant Group LLC		85/477938 11/21/2011	4185607 8/07/2012	REGISTERED
RED BURRITO	Santa Barbara Restaurant Group LLC		78/645336 06/07/2005	3263524 7/10/2007	REGISTERED