

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnny Rockets Licensing, LLC		06/06/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC as collateral agent		
Street Address:	299 PARK AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	73618993	JOHNNY ROCKETS	
Serial Number:	76514043	JOHNNY ROCKETS ROCKET KIDS	
Serial Number:	76541740	JOHNNY ROCKETS ROCKET KIDS	
Serial Number:	85610855	JOHNNY ROCKETS SPORTS LOUNGE	
Serial Number:	77496496	JOHNNY ROCKETS SPORTS LOUNGE	
Serial Number:	74642898	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Serial Number:	76388864	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Serial Number:	76388861	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Serial Number:	73618994	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Serial Number:	74251304	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Serial Number:	73733648	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Serial Number:	73618992	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Serial Number:	75125668	"RED RED SAUCE"	
Serial Number:	76388855	ROCKET DOUBLE	

TRADEMARK

Serial Number:	78587563	ROCKET KIDS ROCKET READER
Serial Number:	78587571	ROCKET KIDS ROCKET READER
Serial Number:	76388865	ROCKET RETAIL
Serial Number:	76388862	ROCKET SINGLE
Serial Number:	77093884	ROCKET TRIPLE
Serial Number:	78581476	ROCKET WINGS
Serial Number:	75249142	STREAMLINER
Serial Number:	77454787	WHERE THE GOOD TIMES ROLL

CORRESPONDENCE DATA

Fax Number: 2027393001

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

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	06/14/2013

Total Attachments: 5

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 6, 2013, by Johnny Rockets Licensing, LLC ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successor and assigns in such capacity, the "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 24, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders pursuant to the Security Agreement Supplement dated as of the date hereof.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties a continuing security interest in Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

JOHNNY ROCKETS LICENSING, LLC

By:



Name: Patrick A. Hickey

Title: Vice President, Finance

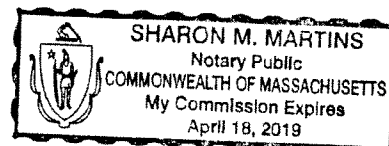
Commonwealth

-STATE OF Massachusetts

ss.:

COUNTY OF Hampden

On this 4th day of June, 2013, before me personally came Patrick A. Hickey, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President, Finance of Johnny Rockets Licensing, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Johnny Rockets Licensing, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]

SCHEDULE A TO GRANT OF A SECURITY INTEREST
Trademark Registrations and Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Goods/Services</u>
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS	1,436,052	9/9/1986	4/7/1987	42
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS ROCKET KIDS	3,139,461	5/8/2003	9/5/2006	43
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS ROCKET KIDS and Design	2,871,302	8/21/2003	8/10/2004	43
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (with circle)	2,672,109	3/29/2002	1/7/2003	20
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (with circle)	2,672,110	3/29/2002	1/7/2003	25
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (with circle)	1,951,318	3/6/1995	1/23/1996	42

JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (without circle)	1,448,387	9/9/1986	7/21/1987	25
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (without circle)	1,522,028	6/13/1988	1/24/1989	32
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (without circle)	1,740,033	3/2/1992	12/15/1992	30
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (without circle)	1,436,053	9/9/1986	4/7/1987	42
JOHNNY ROCKETS LICENSING, LLC	United States	ROCKET DOUBLE	2,726,750	3/29/2002	6/17/2003	30
JOHNNY ROCKETS LICENSING, LLC	United States	ROCKET KIDS ROCKET READER	3,175,266	3/15/2005	11/21/2006	43
JOHNNY ROCKETS LICENSING, LLC	United States	ROCKET KIDS ROCKET READER and design	3,175,267	3/15/2005	11/21/2006	43
JOHNNY ROCKETS LICENSING, LLC	United States	ROCKET RETAIL	2,723,665	3/29/2002	6/10/2003	35
JOHNNY ROCKETS LICENSING, LLC	United States	ROCKET SINGLE	2,726,751	3/29/2002	6/17/2003	30

JOHNNY ROCKETS LICENSING, LLC	United States	ROCKET TRIPLE	3,468,707	1/29/2007	7/15/2008	30
JOHNNY ROCKETS LICENSING, LLC	United States	ROCKET WINGS	3,063,348	3/7/2005	2/28/2006	
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS SPORTS LOUNGE	85/610,855	4/27/2012		
JOHNNY ROCKETS LICENSING, LLC	United States	JOHNNY ROCKETS SPORTS LOUNGE	4,150,387	6/11/2008	5/29/2012	
JOHNNY ROCKETS LICENSING, LLC	United States	WHERE THE GOOD TIMES ROLL	3,772,336	4/22/2008	4/6/2010	
JOHNNY ROCKETS LICENSING, LLC	United States	STREAMLINER	2,129,076	2/27/1997	1/13/1998	
JOHNNY ROCKETS LICENSING, LLC	United States	"RED RED SAUCE"	2,121,050	6/26/1996	12/16/1997	