

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
Burger Acquisition Co.		06/06/2013	CORPORATION: DELAWARE
JR Group Holdings LLC		06/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
The Johnny Rockets Group, Inc.		06/06/2013	CORPORATION: DELAWARE
Johnny Rockets International, LLC		06/06/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sun Ice Cream Finance, LP (whose general partner is Sun Holdings V, LLC)		
Street Address:	1855 BOSTON ROAD		
City:	WILBRAHAM		
State/Country:	MASSACHUSETTS		
Postal Code:	01095		
Entity Type:	LIMITED PARTNERSHIP: 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	

TRADEMARK

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
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

ATTORNEY DOCKET NUMBER:	052735-0227
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	06/17/2013

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 6, 2013, is made by the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Sun Ice Cream Finance, LP, as lender (the "Secured Party").

RECITALS

A. Pursuant to that certain Subordinated Secured Promissory Note in the original principal amount of \$12,600,000, dated as of June 6, 2013 by Borrower in favor of the Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Note"), the Secured Party has agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Grantor has agreed, pursuant to a Guaranty of even date herewith in favor of Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), to guarantee the obligations of the Borrower under the Subordinated Note.

C. Pursuant to that certain Pledge and Security Agreement, of even date herewith (the "Pledge and Security Agreement"), Grantor has granted to Secured Party a lien upon all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to continue to make financial accommodations under the Subordinated Note, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, 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 such Grantor, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party, a Lien on all of its right, title and interest in, to and under the following collateral of such Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights and all Licenses providing for grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents and all Licenses providing for grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1

hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(c) all of its Trademarks and all Licenses providing for grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule 1** hereto, together with all renewals and extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the lien granted to Secured Party pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the lien granted pursuant to the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and Licenses subject to a lien hereunder.

Section 5. Counterparts. This Intellectual Property 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.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantor:

BURGER ACQUISITION CO.

By: 

Name: Patrick A. Hickey

Title: Vice President, Finance

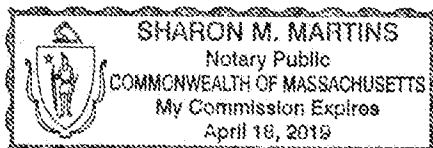
~~Commonwealth~~ STATE OF MASSACHUSETTS }

COUNTY OF Hampden } ss:

Before me, the undersigned, a Notary Public of the ~~State of Massachusetts~~ Commonwealth personally appeared Patrick A. Hickey, having been sworn by me according to law did depose and say he was the Vice President, Finance of Burger Acquisition Co. (the "Grantor") and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this 4th day of June, 2013.


Notary



Grantor:

JR GROUP HOLDINGS LLC

By: [Signature]

Name: Patrick A. Hickey

Title: Vice President, Finance

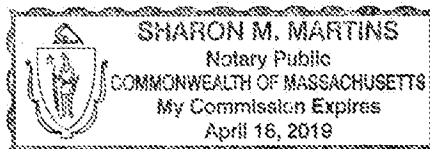
Commonwealth
STATE OF Massachusetts }

COUNTY OF Hampden } ss:

Commonwealth
Before me, the undersigned, a Notary Public of the State of Massachusetts personally appeared Patrick A. Hickey, having been sworn by me according to law did depose and say he was the Vice President, Finance of JR Group Holdings LLC (the "Grantor") and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this 4th day of June, 2013.

[Signature]
Notary



Grantor:

THE JOHNNY ROCKETS GROUP, INC.

By: [Signature]

Name: Patrick A. Hickey

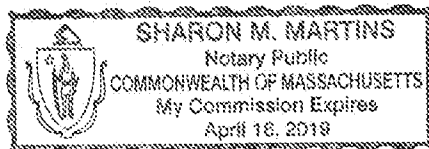
Title: Vice President, Finance

Commonwealth
STATE OF *Massachusetts* }
COUNTY OF *Hampden* } ss:

Commonwealth
Before me, the undersigned, a Notary Public of the ~~State~~ of *Massachusetts* personally appeared Patrick A. Hickey, having been sworn by me according to law did depose and say he was the Vice President, Finance of The Johnny Rockets Group, Inc. (the "Grantor") and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this *4th* day of *June*, *2013*.

Notary



Grantor:

JOHNNY ROCKETS INTERNATIONAL, LLC

By: [Signature]

Name: Patrick A. Hickey

Title: Vice President, Finance

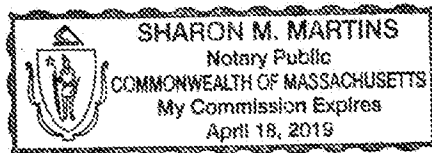
~~Commonwealth~~
STATE OF Massachusetts

COUNTY OF Hampden } ss:

Before me, the undersigned, a Notary Public of the ~~State~~ of Massachusetts personally appeared Patrick A. Hickey, having been sworn by me according to law did depose and say he was the Vice President, Finance of Johnny Rockets International, LLC (the "Grantor") and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this 4th day of June, 2013.

Notary [Signature]



Grantor:

JOHNNY ROCKETS LICENSING, LLC

By: [Signature]

Name: Patrick A. Hickey

Title: Vice President, Finance

~~Commonwealth~~ STATE OF Massachusetts }

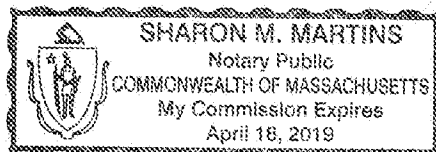
ss:

COUNTY OF Hampden }

Before me, the undersigned, a Notary Public of the ~~State~~ ^{Commonwealth} of ~~Massachusetts~~ personally appeared Patrick A. Hickey, having been sworn by me according to law did depose and say he was the Vice President, Finance of Johnny Rockets Licensing, LLC (the "Grantor") and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this 4th day of June, 2013.

[Signature]
Notary



ACCEPTED AND AGREED
as of the date first above written:

Secured Party:

SUN ICE CREAM FINANCE, LP

By: SUN HOLDINGS V, LLC

By: 

Name: Michael J. McConvery

Title: Vice President and Assistant Secretary

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

TRADEMARKS

<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