

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HDOS FRANCHISE BRANDS, LLC		08/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P., as Administrative Agent		
Street Address:	335 N. Maple Drive, Suite 240		
Internal Address:	Attn: Steven E. Hartman		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3840877	HOT DOG ON A STICK	
Registration Number:	3840875	HOT DOG ON A STICK SINCE 1946	
Registration Number:	3840872	HOT DOG ON A STICK SINCE 1946	
Registration Number:	3840866		
Registration Number:	4013183	HOT DOG ON A STICK	
Registration Number:	3211128	CHEESE ON A STICK	
Registration Number:	3231962		
Registration Number:	3267984		
Registration Number:	3243999		
Registration Number:	3221809	HOT DOG ON A STICK	
Registration Number:	2878790	HOT DOG ON A STICK	
Registration Number:	2894729	HOT DOG ON A STICK	
Registration Number:	2972016	HOT DOG ON A STICK	
Registration Number:	2651663	MUSCLE BEACH LEMONADE & HOT DOGS	
Registration Number:	2302750	HOT DOG ON A STICK	
Registration Number:	2371510	HOT DOG ON A STICK	
CORRESPONDENCE DATA			
900299282		TRADEMARK	
		REEL: 005350 FRAME: 0836	

OP \$415.00 3840877

Fax Number: 3128637806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.109
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	08/25/2014
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of August 21, 2014, by HDOS Franchise Brands, LLC (together with its successors and assigns, "Grantor"), in favor of LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P., as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, this agreement is made pursuant to that certain Amended and Restated Note Purchase Agreement, dated as of June 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among Global Franchise Group, LLC, as Borrower, certain affiliates of Borrower, the Guarantors referred to therein, the Purchasers party thereto from time to time, and Administrative Agent, pursuant to which Administrative Agent and Purchasers have agreed to make certain loans and other financial accommodations for the benefit of Borrower and certain affiliates of Borrower; and

WHEREAS, in connection with the Note Purchase Agreement, Grantor is a party to that certain Supplement No. 1 to Security Agreement, dated as of the date hereof, pursuant to which Grantor elected to be a "Grantor" for all purposes of that certain Amended and Restated Security Agreement dated as of June 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among GFG Holding, Inc., as Parent, Borrower, the subsidiaries of Borrower from time to time party thereto and Administrative Agent.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]

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

GRANTOR:

HDOS FRANCHISE BRANDS, LLC, a Delaware
limited liability company

By: 

Name: _____

Title: _____

Charles D. W.
CEO

ACCEPTED AND ACKNOWLEDGED BY:

LEVINE LEICHTMAN CAPITAL PARTNERS IV,
L.P., as Administrative Agent

By: Levine Leichtman Capital Partners IV GP,
LLC, its general partner

By: Levine Leichtman Capital Partners, Inc.,
its managing member

By: _____

Name: Steven Hartman

Title: Vice President

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

GRANTOR:

HDOS FRANCHISE BRANDS, LLC, a Delaware
limited liability company

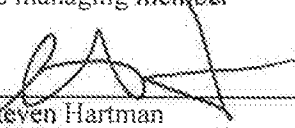
By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

LEVINE LEICHTMAN CAPITAL PARTNERS IV,
L.P., as Administrative Agent

By: Levine Leichtman Capital Partners IV GP,
LLC, its general partner

By: Levine Leichtman Capital Partners, Inc.,
its managing member







By:  _____
Name: Steven Hartman
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
HOT DOG ON A STICK 	77920512	Registered	3840877	08/31/10
HOT DOG ON A STICK SINCE 1946 	77920489	Registered	3840875	08/31/10
HOT DOG ON A STICK SINCE 1946 	77920444	Registered	3840872	08/31/10
None (Design only) 	77920406	Registered	3840866	08/31/10
HOT DOG ON A STICK 	77920379	Registered	4013183	08/16/11
CHEESE ON A STICK 	78864179	Registered	3211128	02/20/07
None (Design only) 	78864115	Registered	3231962	04/17/07
None (Design only) 	78864045	Registered	3267984	07/24/07
None (Design only) 	78769839	Registered	3243999	05/22/07
HOT DOG ON A STICK 	78740403	Registered	3221809	03/27/07

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MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
HOT DOG ON A STICK 	76531733	Registered	2878790	08/31/04
HOT DOG ON A STICK 	76531732	Registered	2894729	10/19/04
HOT DOG ON A STICK 	76527516	Registered	2972016	07/19/05
MUSCLE BEACH LEMONADE & HOT DOGS 	76312952	Registered	2651663	11/19/02
HOT DOG ON A STICK 	75426438	Registered	2302750	12/21/99
HOT DOG ON A STICK 	75426336	Registered	2371510	07/25/00

TRADEMARK APPLICATIONS

None