

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318940

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Notice of Grant of Back-up Security Interest in Trademarks |
| SEQUENCE: | 3 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-------------------------------------|
| International House of Pancakes, LLC | | 09/30/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | IHOP SPV Guarantor LLC |
| Street Address: | 450 North Brand Blvd. |
| Internal Address: | 7th Floor |
| City: | Glendale |
| State/Country: | CALIFORNIA |
| Postal Code: | 91203-4415 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 3429404 | ANY TIME'S A GOOD TIME FOR IHOP |
| Registration Number: | 3923246 | CINN-A-STACK |
| Registration Number: | 2846136 | COME HUNGRY. LEAVE HAPPY. |
| Registration Number: | 4025593 | CREATE-A-FACE PANCAKE |
| Registration Number: | 4281618 | |
| Registration Number: | 2654144 | FUNNY FACE |
| Registration Number: | 3526262 | HARVEST GRAIN 'N NUT |
| Registration Number: | 4036294 | IHOP |
| Registration Number: | 3429405 | IHOP |
| Registration Number: | 3429406 | IHOP |
| Registration Number: | 2332311 | IHOP |
| Registration Number: | 4050866 | IHOP AT HOME |
| Registration Number: | 3731730 | IHOP CAFE |
| Registration Number: | 3771927 | IHOP EXPRESS |
| Registration Number: | 3743560 | IHOP FOR ME |
| Registration Number: | 4168136 | IHOP INTERNATIONAL HOUSE ROAST ORIGINAL |
| Registration Number: | 3616420 | IHOP 'N GO |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3616421 | IHOP 'N GO CARRY OUT |
| Registration Number: | 3429408 | IHOP RESTAURANT |
| Registration Number: | 3433996 | IHOP RESTAURANT |
| Registration Number: | 3003423 | IHOP RESTAURANT |
| Registration Number: | 2942609 | IHOP RESTAURANT |
| Registration Number: | 4407990 | IHOP RESTAURANT EVERYTHING YOU ABOUT BRE |
| Registration Number: | 4407992 | IHOP RESTAURANT EVERYTHING YOU ABOUT BRE |
| Registration Number: | 4015959 | IHOP SPLASHERS |
| Registration Number: | 4036165 | IHOP U |
| Registration Number: | 4036166 | IHOP U |
| Registration Number: | 4393720 | IHOP. EL DESAYUNO COMO A TI TE GUSTA. |
| Registration Number: | 4393443 | IHOP. EVERYTHING YOU LOVE ABOUT BREAKFAS |
| Registration Number: | 3514724 | INTERNATIONAL HOUSE OF PANCAKES |
| Registration Number: | 3408102 | INTERNATIONAL HOUSE OF PANCAKES RESTAURA |
| Registration Number: | 3507059 | INTERNATIONAL HOUSE OF PANCAKES RESTAURA |
| Registration Number: | 4151113 | MAKE IT AN IHOP DAY. |
| Registration Number: | 3603073 | NEVER EMPTY COFFEE POT |
| Registration Number: | 4026923 | PANCAKE REVOLUTION |
| Registration Number: | 4111120 | PANCAKES TO THE PEOPLE |
| Registration Number: | 3526263 | ROOTY JR. |
| Registration Number: | 3433997 | ROOTY TOOTY FRESH 'N FRUITY |
| Registration Number: | 3705677 | SERVICE AS GOOD AS OUR PANCAKES |
| Registration Number: | 3822209 | SIP FLIP ENJOY |
| Registration Number: | 4281615 | UNCLE BOB'S CHICKEN NOODLE |
| Serial Number: | 86182989 | IHOP |
| Serial Number: | 85895018 | IHOP REWARDS |
| Serial Number: | 86241800 | NATIONAL PANCAKE DAY |

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 2149813483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 51134-10130

NAME OF SUBMITTER: Dusan Clark

TRADEMARK

REEL: 005374 FRAME: 0229

| | |
|---|---------------|
| SIGNATURE: | /Dusan Clark/ |
| DATE SIGNED: | 10/03/2014 |
| Total Attachments: 8 source=DIN - IHOP 1st Tier Back-up SI#page1.tif source=DIN - IHOP 1st Tier Back-up SI#page2.tif source=DIN - IHOP 1st Tier Back-up SI#page3.tif source=DIN - IHOP 1st Tier Back-up SI#page4.tif source=DIN - IHOP 1st Tier Back-up SI#page5.tif source=DIN - IHOP 1st Tier Back-up SI#page6.tif source=DIN - IHOP 1st Tier Back-up SI#page7.tif source=DIN - IHOP 1st Tier Back-up SI#page8.tif | |

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 September 30, 2014, by and between International House of Pancakes, LLC, a Delaware limited liability company located at 450 North Brand Blvd., 7th Floor, Glendale, CA 91203.4415 ("Grantor"), and IHOP SPV Guarantor LLC, a Delaware limited liability company located at 450 North Brand Blvd., 7th Floor, Glendale, CA 91203.4415 ("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 First-Tier IHOP 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 contingent 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 contingent 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.

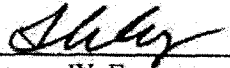
THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION 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 a single 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.

INTERNATIONAL HOUSE OF PANCAKES, LLC




By: 
Name: Thomas W. Emrey
Title: Chief Financial Officer

IHOP SPV GUARANTOR LLC

By: 
Name: Thomas W. Emrey
Title: Chief Financial Officer




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**Schedule 1
Trademarks**

| Mark | Class | App. No./ App. Date | Reg. No./ Reg. Date | Status |
|--|--------------|--------------------------------|--------------------------------|--------------------------|
| ANY TIME'S A GOOD TIME FOR IHOP | 43 | 77105149 12-FEB-2007 | 3429404 20-MAY-2008 | Registered |
| CINN-A-STACK | 30 43 | 76659659 08-MAY-2006 | 3923246 22-FEB-2011 | Registered |
| COME HUNGRY. LEAVE HAPPY. | 43 | 76472723 06-DEC-2002 | 2846136 25-MAY-2004 | Registered |
| CREATE-A-FACE PANCAKE | 30 | 85231692 01-FEB-2011 | 4025593 13-SEP-2011 | Registered |
| <i>Design Only</i>  | 29 30 | 85494145 13-DEC-2011 | 4281618 29-JAN-2013 | Registered |
| FUNNY FACE | 30 | 76348339 11-DEC-2001 | 2654144 26-NOV-2002 | Registered |
| HARVEST GRAIN 'N NUT | 30 | 77105162 12-FEB-2007 | 3526262 04-NOV-2008 | Registered |
| IHOP Cross References: I HOP  | 43 | 86182989 03-FEB-2014 | N/A | Pending Intent to Use |
| IHOP | 29 30 | 85172920 09-NOV-2010 | 4036294 04-OCT-2011 | Registered |
| IHOP  | 43 | 77105181 12-FEB-2007 | 3429405 20-MAY-2008 | Registered |
| IHOP | 43 | 77105192 12-FEB-2007 | 3429406 20-MAY-2008 | Registered |

| Mark | Class | App. No./ App. Date | Reg. No./ Reg. Date | Status |
|---|-------|-------------------------|------------------------|------------|
| IHOP  | 42 | 75671342 31-MAR-1999 | 2332311 21-MAR-2000 | Registered |
| IHOP AT HOME | 29 30 | 85231730 01-FEB-2011 | 4050866 01-NOV-2011 | Registered |
| IHOP CAFE IHOP CAFÉ | 43 | 76691975 08-AUG-2008 | 3731730 29-DEC-2009 | Registered |
| IHOP EXPRESS | 43 | 76691550 24-JUL-2008 | 3771927 06-APR-2010 | Registered |
| IHOP FOR ME | 43 | 76698145 29-JUN-2009 | 3743560 02-FEB-2010 | Registered |
| IHOP INTERNATIONAL HOUSE ROAST ORIGINAL  | 30 | 76693250 01-OCT-2008 | 4168136 03-JUL-2012 | Registered |
| IHOP 'N GO IHOP 'N GO | 43 | 76677371 24-MAY-2007 | 3616420 05-MAY-2009 | Registered |
| IHOP 'N GO CARRY OUT  | 43 | 76677373 24-MAY-2007 | 3616421 05-MAY-2009 | Registered |
| IHOP RESTAURANT  | 43 | 77105379 12-FEB-2007 | 3429408 20-MAY-2008 | Registered |
| IHOP RESTAURANT | 43 | 77105388 | 3433996 | Registered |

| Mark | Class | App. No./ App. Date | Reg. No./ Reg. Date | Status |
|---|-------|-------------------------|------------------------|--------------------------|
|  | | 12-FEB-2007 | 27-MAY-2008 | |
| IHOP RESTAURANT  | 30 | 76597196 14-JUN-2004 | 3003423 04-OCT-2005 | Registered |
| IHOP RESTAURANT  | 43 | 76479202 30-DEC-2002 | 2942609 19-APR-2005 | Registered |
| IHOP RESTAURANT EVERYTHING YOU LOVE ABOUT BREAKFAST.  | 43 | 85630622 21-MAY-2012 | 4407990 24-SEP-2013 | Registered |
| IHOP RESTAURANT EVERYTHING YOU LOVE ABOUT BREAKFAST.  | 43 | 85630658 21-MAY-2012 | 4407992 24-SEP-2013 | Registered |
| IHOP REWARDS  | 35 | 85895018 04-APR-2013 | N/A | Pending Intent to Use |
| IHOP SPLASHERS | 32 | 85231766 01-FEB-2011 | 4015959 23-AUG-2011 | Registered |
| IHOP U | 43 | 85119603 31-AUG-2010 | 4036165 04-OCT-2011 | Registered |

| Mark | Class | App. No./ App. Date | Reg. No./ Reg. Date | Status |
|--|-------|-------------------------|------------------------|------------|
| IHOP U  | 43 | 85119625 31-AUG-2010 | 4036166 04-OCT-2011 | Registered |
| IHOP. EL DESAYUNO COMO A TI TE GUSTA. Translation: I HOP BREAKFAST THE WAY YOU LIKE IT | 43 | 85667155 02-JUL-2012 | 4393720 27-AUG-2013 | Registered |
| IHOP. EVERYTHING YOU LOVE ABOUT BREAKFAST. | 43 | 85616822 04-MAY-2012 | 4393443 27-AUG-2013 | Registered |
| INTERNATIONAL HOUSE OF PANCAKES | 43 | 77105421 12-FEB-2007 | 3514724 14-OCT-2008 | Registered |
| INTERNATIONAL HOUSE OF PANCAKES RESTAURANT  | 43 | 77113765 22-FEB-2007 | 3408102 08-APR-2008 | Registered |
| INTERNATIONAL HOUSE OF PANCAKES RESTAURANT  | 43 | 77113785 22-FEB-2007 | 3507059 30-SEP-2008 | Registered |
| MAKE IT AN IHOP DAY. | 43 | 85231810 01-FEB-2011 | 4151113 29-MAY-2012 | Registered |
| NATIONAL PANCAKE DAY | 36 | 86241800 03-APR-2014 | | Pending |
| NEVER EMPTY COFFEE POT | 30 | 77105426 12-FEB-2007 | 3603073 07-APR-2009 | Registered |

| Mark | Class | App. No./ App. Date | Reg. No./ Reg. Date | Status |
|------------------------------------|-------|-------------------------|------------------------|------------|
| PANCAKE REVOLUTION | 35 43 | 85068916 22-JUN-2010 | 4026923 13-SEP-2011 | Registered |
| PANCAKES TO THE PEOPLE | 43 | 85258692 04-MAR-2011 | 4111120 13-MAR-2012 | Registered |
| ROOTY JR. | 30 | 77105441 12-FEB-2007 | 3526263 04-NOV-2008 | Registered |
| ROOTY TOOTY FRESH 'N FRUITY | 30 43 | 77105431 12-FEB-2007 | 3433997 27-MAY-2008 | Registered |
| SERVICE AS GOOD AS OUR PANCAKES | 43 | 76677372 24-MAY-2007 | 3705677 03-NOV-2009 | Registered |
| SIP FLIP ENJOY | 43 | 76692323 25-AUG-2008 | 3822209 20-JUL-2010 | Registered |
| UNCLE BOB'S CHICKEN NOODLE | 29 | 85494115 13-DEC-2011 | 4281615 29-JAN-2013 | Registered |