TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318946

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks
SEQUENCE:	7

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IHOP Funding LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	IHOP Restaurants 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

CH $1115.00 3429404

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

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/03/2014

Total Attachments: 8

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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 September 30, 2014, by and between IHOP Funding LLC, a Delaware limited liability company located at 450 North Brand Blvd., 7th Floor Glendale, CA 91203.4415 ("Grantor"), and IHOP Restaurants 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 Third-Tier IHOP Contribution Agreement (Franchise Holder) 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.

[Remainder of this page intentionally left blank]

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.

IHOP FUNDING LLC

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

IHOP RESTAURANTS LLC

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

Signature Page to IHOP Third-Tier Notice of Grant of Security Interest in Trademarks (Franchise Holder)

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
Design Only	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