

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM334580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Parity Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nathan's Famous Systems, Inc.		03/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Trustee		
Street Address:	60 Livingston Avenue		
Internal Address:	EP-MN-WS3C		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2311909		
Registration Number:	1761869	FRANKSTERS	
Registration Number:	1109764	FROM A HOT DOG TO AN INTERNATIONAL HABIT	
Registration Number:	1109763	MORE THAN JUST THE BEST HOT DOG!	
Registration Number:	1926089	NATHAN'S	
Registration Number:	2873605	NATHAN'S	
Registration Number:	1542609	NATHAN'S FAMOUS	
Registration Number:	1926088	NATHAN'S FAMOUS	
Registration Number:	920871	NATHAN'S FAMOUS INC SINCE 1916	
Registration Number:	1044485	NATHAN'S FAMOUS SINCE 1916	
Registration Number:	1353080	NATHAN'S FAMOUS SINCE 1916	
Registration Number:	1409015	NATHANS SEAFOOD FRANKFURTERS FRENCH FRIE	
Registration Number:	1058629	SINCE 1916 NATHAN'S FAMOUS	
Registration Number:	1114599	SINCE 1916 NATHAN'S FAMOUS	
Registration Number:	1108972	SINCE 1916 NATHAN'S FAMOUS	
Registration Number:	1203762	SINCE 1916 NATHAN'S FAMOUS	
Registration Number:	1399724	SINCE 1916 NATHAN'S FAMOUS	
Registration Number:	1754104	SINCE 1916 NATHAN'S FAMOUS	
TRADEMARK			

CH \$590.00 2311909

Property Type	Number	Word Mark
Registration Number:	2171844	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	2425086	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	4639290	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	4639291	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	1404264	THE ORIGINAL SINCE 1916 NATHAN'S FAMOUS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038507-0416
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	03/10/2015

Total Attachments: 10

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PARITY LIEN TRADEMARK SECURITY AGREEMENT

This PARITY LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of March, 2015, by and among Assignors listed on the signature pages hereof (collectively, jointly and severally, "Assignors" and each individually "Assignor"), and U.S. Bank National Association, a national banking association ("U.S. Bank"), in its capacity as collateral trustee for the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, "Collateral Trustee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture dated as of March 10, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among Nathan's Famous, Inc., a Delaware corporation ("Issuer"), each of Issuer's Subsidiaries party thereto as Guarantors (such Subsidiaries, together with Issuer, are referred to hereinafter each individually as a "Guarantor" and individually and collectively, jointly and severally, as "Guarantors"), and U.S. Bank, as trustee and as Collateral Trustee, the Issuer has agreed to issue certain 10.000% Senior Secured Notes due 2020 (the "Notes") to the purchasers thereof from time to time (the "Holders") pursuant to the terms and conditions thereof;

WHEREAS, the Holders are willing to purchase the Notes as provided for in the Indenture, but only upon the condition, among others, that Assignors shall have executed and delivered to Collateral Trustee, for the benefit of Secured Creditors, that certain Parity Lien Security Agreement, dated as of March 10, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Assignors are required to execute and deliver to Collateral Trustee, for the benefit of the Secured Creditors, this Trademark Security Agreement;

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, each Assignor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Assignor hereby unconditionally grants and pledges to Collateral Trustee, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Assignor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I attached hereto;

(b) all income, license fees, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present and future infringements, dilutions and other violations thereof and injury to the goodwill associated therewith;

(c) the right to sue or otherwise recover for past, present and future infringements, dilutions and other violations thereof and injury to the goodwill associated therewith; and

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property Contract.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use Trademark application prior to filing of a statement of use pursuant to 15 U.S.C. Section 1051(d) or an amendment to allege use pursuant to 15 U.S.C. Section 1051(c), to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable federal law, provided, and it being agreed, that upon submission to and acceptance by the United States Patent and Trademark Office of a statement of use or an amendment to allege use, such intent-to-use Trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Assignors, or any of them, to Collateral Trustee, the Secured Creditors or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency or liquidation proceeding involving any Assignor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Trustee, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Assignor hereby acknowledges and affirms that the rights and remedies of Collateral Trustee 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Assignor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Assignors shall give notice in writing to Collateral Trustee in accordance with the terms of the Security Agreement with respect to any such new trademarks or service marks or renewal or extension of any trademark or service mark registration. Without limiting Assignors' obligations under this Section, Assignors hereby authorize Collateral Trustee unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark or service mark rights of each Assignor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Trustee's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Note Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured

Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. REFERENCE IS MADE TO THE COLLATERAL TRUST AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL TRUSTEE, FOR THE BENEFIT OF THE SECURED CREDITORS, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL TRUSTEE AND THE OTHER SECURED CREDITORS HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT AND THE PROVISIONS OF THIS AGREEMENT OR THE OTHER INDENTURE DOCUMENTS, THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT SHALL CONTROL.

9. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

10. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS OF THE STATE OF NEW YORK IN THE BOROUGH OF MANHATTAN, COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT COLLATERAL TRUSTEE'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE COLLATERAL TRUSTEE ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH ASSIGNOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY ASSIGNOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH ASSIGNOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS TRADEMARK SECURITY AGREEMENT.**

11. EACH ASSIGNOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT COLLATERAL TRUSTEE MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY ASSIGNOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

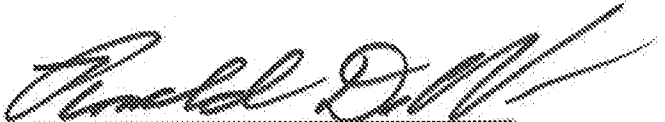
12. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH ASSIGNOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, SECURED CREDITOR OR ATTORNEY OF THE SECURED CREDITORS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED CREDITORS WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH ASSIGNOR HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR COLLATERAL TRUSTEE ENTERING INTO THIS AGREEMENT. EACH ASSIGNOR AND COLLATERAL TRUSTEE REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Parity Lien Trademark Security Agreement to be executed and delivered as of the day and year first above written.

ASSIGNORS:

NATHAN'S FAMOUS SYSTEMS, INC.

By: 
Name: Ronald G. DeVos
Title: Vice-President – Finance,
Chief Financial Officer & Secretary

NF TREACHERS CORP.

By: 
Name: Ronald G. DeVos
Title: Vice-President – Finance,
Chief Financial Officer & Secretary

Signature Page to Parity Lien Trademark Security Agreement

TRADEMARK
REEL: 005474 FRAME: 0838


**ACCEPTED AND ACKNOWLEDGED BY
COLLATERAL TRUSTEE:**

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____

Name:

Title:







Joshua A. Hahn
Vice President







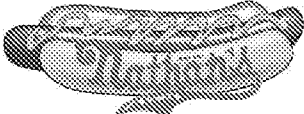
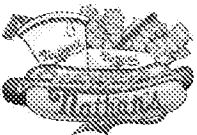


Signature Page to Parity Lien Trademark Security Agreement

TRADEMARK
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SCHEDULE I
to
PARITY LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications




Assignor	Mark	Application No. / Date	Registration No. / Date
Nathan's Famous Systems, Inc.	Design Only 	75648210 2/25/1999	2311909 1/25/2000
Nathan's Famous Systems, Inc.	FRANKSTERS	74286838 6/22/1992	1761869 3/30/1993
Nathan's Famous Systems, Inc.	FROM A HOT DOG TO AN INTERNATIONAL HABIT!	73148413 11/14/1977	1109764 12/19/1978
Nathan's Famous Systems, Inc.	MORE THAN JUST THE BEST HOT DOG!	73148337 11/14/1977	1109763 12/19/1978
Nathan's Famous Systems, Inc.	NATHAN'S	74567518 8/30/1994	1926089 10/10/1995
Nathan's Famous Systems, Inc.	NATHAN'S	76496360 3/10/2003	2873605 8/17/2004
Nathan's Famous Systems, Inc. ¹	NATHAN'S FAMOUS 	73698216 11/30/1987	1542609 6/6/1989
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS	74567517 8/30/1994	1926088 10/10/1995
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS INC SINCE 1916 	72346638 12/18/1969	920871 9/21/1971
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS SINCE 1916 	73062669 9/10/1975	1044485 7/20/1976
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS SINCE 1916	73465247 2/13/1984	1353080 8/6/1985
Nathan's Famous Systems, Inc.	NATHAN'S SEAFOOD FRANKFURTERS FRENCH FRIES 	73569619 11/21/1985	1409015 9/9/1986
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS	73086231 5/6/1976	1058629 2/8/1977

			
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS	73148470 11/14/1977	1114599 3/6/1979
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS	73148551 11/14/1977	1108972 12/12/1978
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	73305454 4/13/1981	1203762 8/3/1982
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	73560243 9/26/1985	1399724 7/1/1986
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	74290324 7/1/192	1754104 2/23/1993
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	75184261 10/21/1996	2171844 7/7/1998
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	75892823 1/11/2000	2425086 1/30/2001
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	85868494 3/6/2013	4639290 11/18/2014
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	85868509 3/6/2013	4639291 11/18/2014
Nathan's Famous Systems, Inc.	THE ORIGINAL SINCE 1916 NATHAN'S FAMOUS 	73560244 9/26/1985	1404264 8/5/1986
NF Treachers Corp.	ARTHUR TREACHER'S 	73224798 7/25/1979	1152573 4/28/1981

Schedule I to Parity Lien Trademark Security Agreement

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NF Treachers Corp.	ARTHUR TREACHER'S 	73224797 7/25/1979	1153509 5/5/1981
NF Treachers Corp.	ARTHUR TREACHER'S FISH & CHIPS 	75605803 12/15/1998	2314166 2/1/2000
NF Treachers Corp.	ARTHUR TREACHER'S FISH & CHIPS 	73131381 6/22/1977	1114186 2/27/1979
NF Treachers Corp.	KRUNCH PUP	75625570 1/22/1999	2326026 3/7/2000
NF Treachers Corp.	ORIGINAL	73155455 1/16/1978	1127121 11/27/1979