

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jack's Family Restaurants, Inc.		07/01/2015	CORPORATION: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Administrative Agent		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0793082	JACK'S	
<b>Registration Number:</b>	0973045	BIG JACK	
<b>Registration Number:</b>	1002373	JACK'S	
<b>Registration Number:</b>	2438488	EATATJACKS.COM	
<b>Registration Number:</b>	2624814	JACK'S EST. 1960	
<b>Registration Number:</b>	3966673	SHAKE IT UP	
<b>Registration Number:</b>	4111736	JACK'S GIVES BACK	
<b>Registration Number:</b>	4111738	JACK'S	
<b>Registration Number:</b>	4601404	FAN FUEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>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.</i>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	045777-0035		

OP \$240.00 0793082

<b>NAME OF SUBMITTER:</b>	Anna T Kwan
<b>SIGNATURE:</b>	/atk/
<b>DATE SIGNED:</b>	07/01/2015
<b>Total Attachments: 5</b> source=Jacks - Trademark Security Agreement Executed Copy(4150629_1_LA) (2) (2)#page1.tif source=Jacks - Trademark Security Agreement Executed Copy(4150629_1_LA) (2) (2)#page2.tif source=Jacks - Trademark Security Agreement Executed Copy(4150629_1_LA) (2) (2)#page3.tif source=Jacks - Trademark Security Agreement Executed Copy(4150629_1_LA) (2) (2)#page4.tif source=Jacks - Trademark Security Agreement Executed Copy(4150629_1_LA) (2) (2)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Agreement"), dated as of July 1, 2015, is entered into by each of the undersigned (each, a "Grantor") in favor of Royal Bank of Canada, as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

**WHEREAS**, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated on even date herewith, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;

(v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world

provided, however, that the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

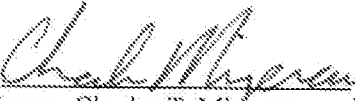
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Signatures follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

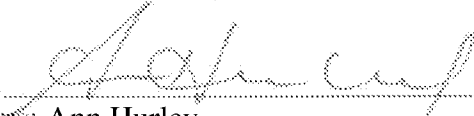
JACK'S FAMILY RESTAURANTS, INC.

By:   
Name: Charles T. Mizerany  
Title: President and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005566 FRAME: 0615**


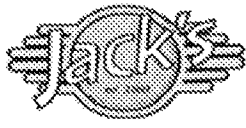

ROYAL BANK OF CANADA,  
as Administrative Agent

By:   
Name: Ann Hurley  
Title: Manager Agency Services

SCHEDULE A

**TRADEMARKS**

**Trademark Registrations and Applications**

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
J A C K'S	Jack's Family Restaurants, Inc.	0793082	07-20-1965
<b>BIG JACK</b>	Jack's Family Restaurants, Inc.	0973045	11-13-1973
	Jack's Family Restaurants, Inc.	1002373	01-21-1975
<b>EATATJACKS.COM</b>	Jack's Family Restaurants, Inc.	2438488	03-27-2011
	Jack's Family Restaurants, Inc.	2624814	09-24-2002
<b>SHAKE IT UP</b>	Jack's Family Restaurants, Inc.	3966673	05-24-2011
JACK'S GIVES BACK	Jack's Family Restaurants, Inc.	4111736	03-13-2012
	Jack's Family Restaurants, Inc.	4111738	03-13-2012
<b>FAN FUEL</b>	Jack's Family Restaurants, Inc.	4601404	09-09-2014