

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Raising Cane's USA, L.L.C		09/15/2015	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	1808 Aston Avenue, Suite 250
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4494192	RAISING CANE'S CHICKEN FINGERS
Registration Number:	4370964	WINNER WINNER CHICKEN DINNER!
Registration Number:	4464612	LIP SAUCE
Registration Number:	4274466	RAISE A LITTLE CANE
Registration Number:	4296623	NATIONAL CHICKEN FINGER DAY
Registration Number:	3583353	RAISING CANE'S
Registration Number:	3583343	THE 3 FINGER COMBO
Registration Number:	3694747	THE BOX COMBO
Registration Number:	3461499	CANE'S SAUCE
Registration Number:	3769684	ALWAYS FRESH. NEVER FROZEN.
Registration Number:	3769682	ALWAYS FRESH, NEVER EVER FROZEN
Registration Number:	3328582	RAISING CANS WITH RAISING CANE'S
Registration Number:	3342290	ALWAYS FRESH. NEVER FROZEN
Registration Number:	3177932	FEED YOUR GAME FACE
Registration Number:	3272782	RAISING CANE'S
Registration Number:	3033511	ONE LOVE
Registration Number:	2704553	THE BOX THAT ROCKS
Registration Number:	3123944	CANE'S LOVE
Registration Number:	2704546	WANT SOME CHICKEN?

OP \$740.00 4494192

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2704547	WHAT ARE YA...CHICKEN?
Registration Number:	2785751	RAISING CANE'S CHICKEN FINGERS ONE LOVE
Registration Number:	2892474	CANIAC
Registration Number:	2773218	RAISING CANE'S CHICKEN FINGERS
Registration Number:	2739919	RAISING CANE'S CHICKEN FINGERS
Registration Number:	2343712	RAISING CANE'S CHICKEN FINGERS
Serial Number:	86625655	THIS IS MY CANE'S
Serial Number:	86625669	MY CANE'S IS YOUR CANE'S
Serial Number:	86606256	THE UNTIE
Serial Number:	86418408	ONE LOVE ADVENTURE

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	037216-0030
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	09/22/2015

Total Attachments: 6

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Raising Cane's USA, L.L.C (the "Grantor"), with principal offices at 6800 Bishop Road, Plano, Texas 75024, on this 15 day of September, 2015, hereby assigns and grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Grantee") with principal offices at 1808 Aston Avenue, Suite 250, Carlsbad, California 92008, a security interest in all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, and the goodwill of the businesses with which the Marks are associated; in each case together with all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks, and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guaranty and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of September 15, 2015 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

THE SECURITY INTEREST IN THE MARKS BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS AN ABSOLUTE ASSIGNMENT, BUT AS AN ASSIGNMENT TO SECURE GRANTOR'S OBLIGATIONS TO GRANTEE UNDER THE GUARANTY AND SECURITY AGREEMENT.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Marks.

The terms of Sections 10.04, 10.05, 10.16 and 10.17 of the Credit Agreement with respect to expenses, indemnity, governing law, submission to jurisdiction, venue and waiver of right to trial by jury are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

RAISING CANE'S USA, L.L.C., as Grantor

By: 
Name: Todd B. Graves
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005627 FRAME: 0859

WELLS FARGO BANK, NATIONAL
ASSOCIATION
as Grantee


By: 



Name: Stephen Leon

Title: Managing Director

Schedule A

Mark	App. No./ App. Date	Reg. No./ Reg. Date
THIS IS MY CANE'S	86625655 11-MAY-2015	
MY CANE'S IS YOUR CANE'S	86625669 11-MAY-2015	
THE UNTIE	86606256 22-APR-2015	
ONE LOVE ADVENTURE	86418408 08-OCT-2014	
RAISING CANE'S CHICKEN FINGERS 	85966221 21-JUN-2013	4494192 11-MAR-2014
WINNER WINNER CHICKEN DINNER!	85653065 15-JUN-2012	4370964 23-JUL-2013
LIP SAUCE	85616658 04-MAY-2012	4464612 14-JAN-2014
RAISE A LITTLE CANE	85531777 02-FEB-2012	4274466 15-JAN-2013
NATIONAL CHICKEN FINGER DAY	85410736 30-AUG-2011	4296623 26-FEB-2013
RAISING CANE'S	77546865 14-AUG-2008	3583353 03-MAR-2009
THE 3 FINGER COMBO	77542953 08-AUG-2008	3583343 03-MAR-2009
THE BOX COMBO	77528624 22-JUL-2008	3694747 13-OCT-2009
CANE'S SAUCE	77323968 07-NOV-2007	3461499 08-JUL-2008
ALWAYS FRESH. NEVER FROZEN.	77201728	3769684

Mark	App. No./ App. Date	Reg. No./ Reg. Date
	08-JUN-2007	06-APR-2010
ALWAYS FRESH, NEVER EVER FROZEN <small>ALWAYS FRESH, NEVER EVER FROZEN</small>	77198958 06-JUN-2007	3769682 06-APR-2010
RAISING CANS WITH RAISING CANE'S	77100089 06-FEB-2007	3328582 06-NOV-2007
ALWAYS FRESH. NEVER FROZEN	77094337 30-JAN-2007	3342290 20-NOV-2007
FEED YOUR GAME FACE	78461999 04-AUG-2004	3177932 28-NOV-2006
RAISING CANE'S	78431875 08-JUN-2004	3272782 31-JUL-2007
ONE LOVE	76579348 04-MAR-2004	3033511 27-DEC-2005
THE BOX THAT ROCKS	76436261 30-JUL-2002	2704553 08-APR-2003
CANE'S LOVE	76435994 29-JUL-2002	3123944 01-AUG-2006
WANT SOME CHICKEN?	76434879 26-JUL-2002	2704546 08-APR-2003
WHAT ARE YA...CHICKEN?	76434880 26-JUL-2002	2704547 08-APR-2003
RAISING CANE'S CHICKEN FINGERS ONE LOVE 	76434877 26-JUL-2002	2785751 25-NOV-2003
CANIAC	76434878 26-JUL-2002	2892474 12-OCT-2004
RAISING CANE'S CHICKEN FINGERS	76418112 05-JUN-2002	2773218 14-OCT-2003

Mark	App. No./ App. Date	Reg. No./ Reg. Date
		
RAISING CANE'S CHICKEN FINGERS	76410889 23-MAY-2002	2739919 22-JUL-2003
RAISING CANE'S CHICKEN FINGERS 	75755824 20-JUL-1999	2343712 18-APR-2000