

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Official Burger of Tampa Bay, Inc.		01/05/2016	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 W. MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4122307	OFFICIAL BURGER OF TAMPA BAY

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:	057121-0093
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	01/13/2016

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Antares Capital LP, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of January 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill

connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, the Trademark Collateral shall exclude the Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application 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 Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHECKERS DRIVE-IN RESTAURANTS, INC.

By: 
Name: Jonathan Lindsey
Title: Senior Vice President, CFO and Treasurer

vcb

OFFICIAL BURGER OF TAMPA BAY, INC.

By: _____
Name: Michael A. Purcell
Title: Vice President and Assistant Secretary

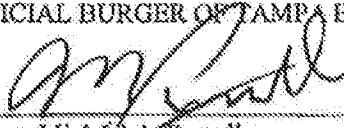
Signature Page to Checkers Trademark Security Agreement

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CHECKERS DRIVE-IN RESTAURANTS, INC.


By: _____
Name: Jonathan Lindsey
Title: Senior Vice President, CFO and Treasurer

OFFICIAL BURGER OF TAMPA BAY, INC.

By:  _____
Name: Michael A. Purcell
Title: Vice President and Assistant Secretary

Signature Page to Checkers Trademark Security Agreement

ANTARES CAPITAL LP,
as Administrative Agent

By:  _____
Name: Kenneth Chen
Title: Its Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Borrower/Grantor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Date/Application Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
Checkers Drive-In Restaurants, Inc.	5 KICKIN' FLAVORS	U.S. Federal	11/16/10 (6/27/09)	Registered	3,877,707 (77/769,657)
Checkers Drive-In Restaurants, Inc.	ANONYMOUS CHICKEN	U.S. Federal	11/16/10 (6/27/09)	Registered	3,877,709 (77/769,660)
Checkers Drive-In Restaurants, Inc.	AUSSIE	U.S. Federal	7/17/12 (4/25/11)	Registered	4,176,803 (85/303,843)
Checkers Drive-In Restaurants, Inc.	BACKWOODS B-B-Q	U.S. Federal	4/5/11 (2/5/10)	Registered	3,941,868 (77/929,180)
Checkers Drive-In Restaurants, Inc.	BACON CHEDDAR WORKS	U.S. Federal	4/12/11 (2/5/10)	Registered	3,945,772 (77/929,175)
Checkers Drive-In Restaurants, Inc.	BACONZILLA	U.S. Federal	10/27/09 (1/27/09)	Registered	3,703,466 (77/657,145)
Checkers Drive-In Restaurants, Inc.	BBQZILLA	U.S. Federal	11/8/11 (2/1/11)	Registered	4,052,106 (85/231,733)
Checkers Drive-In Restaurants, Inc.	BIG BUFORD	U.S. Federal	1/30/96 (9/19/94)	Registered	1,952,628 (74/575,357)
Checkers Drive-In Restaurants, Inc.	BRING IT BOX	U.S. Federal	10/28/14 (8/8/13)	Registered	4,629,634 (86/033,986)
Checkers Drive-In Restaurants, Inc.	CHA-CHING	U.S. Federal	7/24/12 (4/19/11)	Registered	4,180,455 (85/298,326)
Checkers Drive-In Restaurants, Inc.	CHAMP BURGER	U.S. Federal	5/07/91 (2/2/90)	Registered	1,643,779 (74/025,804)
Checkers Drive-In	CHECKERBURG	U.S. Federal	7/9/02	Registered	2,590,861

<u>Borrower/Grantor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Date/Application Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
Restaurants, Inc.	ER		(10/26/00)		(76/154,511)
Checkers Drive-In Restaurants, Inc.	CHECKERS	Alabama	2/12/86 (Not available)	Registered	102-812 (Not available)
Checkers Drive-In Restaurants, Inc.	CHECKERS	U.S. Federal	11/26/02 (1/24/02)	Registered	2,654,258 (76/362,544)
Checkers Drive-In Restaurants, Inc.	CHECKERS	U.S. Federal	7/20/93 (6/26/92)	Registered	1,782,889 (74/312,201)
Checkers Drive-In Restaurants, Inc.	CHECKERS BURGERS FRIES COLAS (and design in color)	U.S. Federal	2/13/96 (3/20/95)	Registered	1,956,292 (74/649,362)
Checkers Drive-In Restaurants, Inc.	CHECKERS BURGERS-FRIES-COLAS (and design)	U.S. Federal	9/10/91 (3/5/90)	Registered	1,656,487 (74/034589)
Checkers Drive-In Restaurants, Inc.	CHECKERS CRAZY GOOD FOOD (and design) (Black and White)	U.S. Federal	1/28/14 (9/6/13)	Registered	4,475,417 (86/057,965)
Checkers Drive-In Restaurants, Inc.	CHECKERS CRAZY GOOD FOOD (and design) (in Color)	U.S. Federal	1/28/14 (9/6/13)	Registered	4,475,416 (86/057,960)
Checkers Drive-In Restaurants, Inc.	CHEESE CHILI CHEESE FRIES	U.S. Federal	1/14/14 (8/13/12)	Registered	4,467,293 (85/702,304)
Checkers Drive-In Restaurants, Inc.	CHEESE DOUBLE CHEESE	U.S. Federal	11/27/01 (11/2/99)	Registered	2,513,306 (75/838,284)
Checkers Drive-In Restaurants, Inc.	CLASSIC WINGS	U.S. Federal	11/16/10 (6/27/09)	Registered	3,877,708 (77/769,659)
Checkers Drive-In Restaurants, Inc.	CRAZY GOOD	U.S. Federal	11/30/10 (6/27/09)	Registered	3,883,766 (77/769,658)

<u>Borrower/Grantor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Date/Application Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
Checkers Drive-In Restaurants, Inc.	CRAZY GOOD	U.S. Federal	9/30/14 (5/29/13)	Registered	4,614,650 (85/945,283)
Checkers Drive-In Restaurants, Inc.	DEEP SEA DOUBLE	U.S. Federal	3/15/05 (12/24/03)	Registered	2,932,974 (78/345,325)
Checkers Drive-In Restaurants, Inc.	DEVOUR THE NIGHT	U.S. Federal	4/12/11 (2/12/10)	Registered	3,945,810 (77/934,565)
Checkers Drive-In Restaurants, Inc.	DO LATE NIGHT RIGHT	U.S. Federal	12/3/13 (2/8/13)	Registered	4,445,160 (85/844,580)
Checkers Drive-In Restaurants, Inc.	EAT BIG & SAVE	U.S. Federal	5/6/14 (3/28/13)	Registered	4,526,888 (85/889,195)
Checkers Drive-In Restaurants, Inc.	FEAST ON	U.S. Federal	4/5/11 (10/24/09)	Registered	3,941,514 (77/856,712)
Checkers Drive-In Restaurants, Inc.	FIERY JALAPENO DOUBLE	U.S. Federal	10/26/10 (11/12/09)	Registered	3,868,605 (77/871,346)
Checkers Drive-In Restaurants, Inc.	FLAVOR BUILT BURGERS	U.S. Federal	4/12/11 (2/5/10)	Registered	3,945,773 (77/929,182)
Checkers Drive-In Restaurants, Inc.	FLAVORHOOD	U.S. Federal	8/18/09 (9/2/08)	Registered	3,670,729 (77/560,175)
Checkers Drive-In Restaurants, Inc.	FRY LOVE	U.S. Federal	4/21/15 (3/5/13)	Registered	4,724,285 (85/866,737)
Checkers Drive-In Restaurants, Inc.	FRY LOVER'S BURGER	U.S. Federal	1/14/14 (4/24/12)	Registered	4,467,120 (85/606,695)
Checkers Drive-In Restaurants, Inc.	HOLE-LOTTA	U.S. Federal	12/11/12 (12/16/11)	Registered	4,259,062 (85/497,179)
Checkers Drive-In Restaurants, Inc.	HONEYGRILLE D CHICKEN (Supplemental Register)	U.S. Federal	3/26/96 (12/21/94)	Registered	1,964,791 (74/613,596)
Checkers Drive-In Restaurants, Inc.	MEGAZILLA	U.S. Federal	11/8/11 (2/1/11)	Registered	4,052,107 (85/231,734)

<u>Borrower/Grantor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Date/Application Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
Checkers Drive-In Restaurants, Inc.	Design Only (Anonymous Chicken)	U.S. Federal	4/19/11 (6/27/09)	Registered	3,948,464 (77/769,662)
Checkers Drive-In Restaurants, Inc.	Design Only (Building Design)	U.S. Federal	2/2/93 (6/29/92)	Registered	1,750,671 (74/289,649)
Checkers Drive-In Restaurants, Inc.	Design Only (Checkers Man)	U.S. Federal	10/19/93 (6/17/92)	Registered	1,799,768 (74/285,575)
Checkers Drive-In Restaurants, Inc.	MORE FOR LESS	U.S. Federal	11/2/10 (11/26/09)	Registered	3,871,491 (77/881,338)
Checkers Drive-In Restaurants, Inc.	RALLY'S	U.S. Federal	11/24/92 (8/22/91)	Registered	1,735,052 (74/197,709)
Checkers Drive-In Restaurants, Inc.	RALLY'S BURGERS FRIES COLAS (and design in color)	U.S. Federal	7/9/02 (7/31/00)	Registered	2,592,669 (76/099,578)
Checkers Drive-In Restaurants, Inc.	RALLY'S BURGERS FRIES COLAS (and design)	U.S. Federal	7/16/02 (7/31/00)	Registered	2,595,536 (76/099,937)
Checkers Drive-In Restaurants, Inc.	RALLY'S CRAZY GOOD FOOD (and design) (Black and White)	U.S. Federal	1/28/2014 (9/6/13)	Registered	4,475,419 (86/057,978)
Checkers Drive-In Restaurants, Inc.	RALLY'S CRAZY GOOD FOOD (and design) (in Color)	U.S. Federal	1/28/2014 (9/6/13)	Registered	4,475,418 (86/057,970)
Checkers Drive-In Restaurants, Inc.	RALLY'S HAMBURGERS (and design)	U.S. Federal	9/24/85 (2/28/85)	Registered	1,362,660 (73/524,564)
Checkers Drive-In Restaurants, Inc.	RALLYBURGER	U.S. Federal	10/19/93 (3/1/93)	Registered	1,799,561 (74/362,647)
Checkers Drive-In	SAVORY SHROOM &	U.S. Federal	4/19/11	Registered	3,948,935

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Restaurants, Inc.	SWISS		(2/5/10)		(77/929,187)
Checkers Drive-In Restaurants, Inc.	SEASONED OPINIONS	U.S. Federal	6/21/11 (6/1/10)	Registered	3,982,613 (85/051,395)
Checkers Drive-In Restaurants, Inc.	The mark consists of the spoken term "Cha-Ching"	U.S. Federal	9/28/93 (10/30/91)	Registered	1,795,371 (74/247,076)
Checkers Drive-In Restaurants, Inc.	The mark consists of the spoken term "Ching"	U.S. Federal	6/7/94 (10/30/91)	Registered	1,838,887 (74/247,077)
Checkers Drive-In Restaurants, Inc.	SHROOMZILLA	U.S. Federal	6/5/12 (2/1/11)	Registered	4,152,628 (85/231,732)
Checkers Drive-In Restaurants, Inc.	SMOKIN' SAUSAGE	U.S. Federal	7/17/12 (6/15/11)	Registered	4,176,940 (85/346,864)
Checkers Drive-In Restaurants, Inc.	TWO CHEESY	U.S. Federal	4/24/12 (10/1/13)	Registered	4,696,821 (86/079,866)
Checkers Drive-In Restaurants, Inc.	TWO'S YOUR DADDY	U.S. Federal	4/24/12 (6/15/11)	Registered	4,133,170 (85/346,860)
Checkers Drive-In Restaurants, Inc.	ZILLA COMBOS	U.S. Federal	10/4/11 (2/24/11)	Registered	4,034,566 (85/250,268)
Checkers Drive-In Restaurants, Inc.	BACON CHEESE CHAMP	U.S. Federal	11/3/2015 (2/23/2015)	Registered	4,844,547 (86/542,855)
Checkers Drive-In Restaurants, Inc.	BIG BUFORD	U.S. Federal	1/30/1996 (9/19/1994)	Registered	1,952,628 (74/575,357)
Checkers Drive-In Restaurants, Inc.	CHEESE CHAMP	U.S. Federal	10/27/2015 (2/23/2015)	Registered	4,840,296 (86/542,866)
Official Burger of Tampa Bay, Inc.	OFFICIAL BURGER OF TAMPA BAY	U.S. Federal	4/3/2012 (8/29/2006)	Registered	4,122,307 (78/962,621)

<u>Borrower/Grantor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Date/Application Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
Checkers Drive-In Restaurants, Inc.	BIG PUBSTER	U.S. Federal	4/14/14	Pending Intent to use	86/251,809
Checkers Drive-In Restaurants, Inc.	CHECKERS & RALLY'S IT'S IN THE BAG	U.S. Federal	6/27/14	Pending Intent to use	86/322,838
Checkers Drive-In Restaurants, Inc.	CHECKERS IT'S IN THE BAG	U.S. Federal	6/27/14	Pending Intent to use	86/322,829
Checkers Drive-In Restaurants, Inc.	CHECKERS/RALLY'S IT'S IN THE BAG	U.S. Federal	6/27/14	Pending Intent to use	86/322,842
Checkers Drive-In Restaurants, Inc.	FRYNATIC	U.S. Federal	9/15/15	Pending Intent to use	86/757,313
Checkers Drive-In Restaurants, Inc.	FRYNATIC SAUCE	U.S. Federal	9/15/15	Pending Intent to use	86/757,303
Checkers Drive-In Restaurants, Inc.	GRILLED2GO	U.S. Federal	5/20/15	Pending Intent to use	86/635,718
Checkers Drive-In Restaurants, Inc.	RALLY'S IT'S IN THE BAG	U.S. Federal	6/27/14	Pending Intent to use	86/322,834
Checkers Drive-In Restaurants, Inc.	UNBELIEVE-A-BOX	U.S. Federal	5/4/15	Pending Intent to use	86/618,332