

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Popeyes Louisiana Kitchen, Inc.		01/22/2016	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1700 Lincoln Street, 3rd Floor		
Internal Address:	MC: C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86830570	LOUISIANA FAIR	
Serial Number:	86653092	LOUISIANA LEGENDS	
Serial Number:	86740191	SHRIMP TANGLERS	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	040324.163		
NAME OF SUBMITTER:	Ellen A. Rubel		
SIGNATURE:	/ellenarubel/		
DATE SIGNED:	01/25/2016		
Total Attachments: 4			

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Collateral Agreement dated as of January 22, 2016 (as the same may be amended, modified, restated or supplemented from time to time, the "Agreement") by and among the Grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent") for the Secured Parties, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications owned by such Grantor and set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement, (ii) is not to be construed as an assignment of any trademark or trademark application, and (iii) shall not include any "intent to use" trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted) (but only if the grant of security interest to such "intent to use" trademark applications could result in the voiding, unenforceability, cancellation or invalidity of such trademark applications pursuant to 15 U.S.C. § 1060). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Very truly yours,

POPEYES LOUISIANA KITCHEN, INC.,
a Minnesota corporation

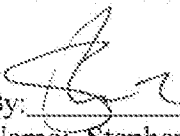
By: William P. Matt

Name: William P. Matt

Title: Chief Financial Officer

Acknowledged and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Stephen A. Leon
Title: Managing Director

IP NOTICE - TRADEMARKS

TRADEMARK
REEL: 005715 FRAME: 0101

Schedule 1

**Popeyes Louisiana Kitchen, Inc.
(Minnesota Corporation)**

U.S. Trademarks

Pending Applications

Description	Application No.	Filing Date
LOUISIANA FAIR	86830570	12/1/15
LOUISIANA LEGENDS	86653092	6/5/15
SHRIMP TANGLERS	86740191	8/28/15