

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
America's Drive-In Brand Properties LLC		03/30/2016	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich St. 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4618623	ELEVATE THE WAY YOU HYDRATE	
Registration Number:	4306246	FLATMELT	
Registration Number:	4618651	HAWAIIAN WAVE	
Registration Number:	4633937	HOLIDAY MINT	
Registration Number:	4497588	HOME SWEET CONE	
Registration Number:	4561171	ISLAND FIRE	
Registration Number:	4618669	LIL' DOGGIES	
Registration Number:	4833139	MASTER BLAST	
Registration Number:	4359157	MASTER BLASTS	
Registration Number:	4713682	MASTER SHAKES	
Registration Number:	4752730	MORNING DRINK STOP	
Registration Number:	4359242	MY SONIC	
Registration Number:	4872778	MY SONIC INSIGHT COUNCIL	
Registration Number:	4467551	RED BUTTON ROAST	
Registration Number:	4467552	RED BUTTON ROAST	
Registration Number:	4752729	SLUSH HEADQUARTERS	
Registration Number:	4561345	SONIC SPLASH	
Registration Number:	4833087	SONIC SPLASH	
Serial Number:	86802350	SONIC WACKY APP	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4813790	SONIC WAVE
Registration Number:	4321669	SONIC SUNRISE COAST
Registration Number:	4618650	SUNSHINE BERRY
Serial Number:	86510744	SUPER CRUNCH
Registration Number:	4515805	SUPERSONIC SPOONS

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127353000

Email: sara.mooney@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Megan Manfred

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	126810/5
NAME OF SUBMITTER:	Megan Manfred
SIGNATURE:	/Megan Manfred/
DATE SIGNED:	03/31/2016

Total Attachments: 5

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Supplemental Grant of Security Interest in Trademarks

SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of March 3rd, 2016, made by AMERICA'S DRIVE-IN BRAND PROPERTIES LLC, a Kansas limited liability company located at 300 Johnny Bench Drive, Oklahoma City, Oklahoma ("Grantor"), in favor of CITIBANK, N.A., a national banking association, as trustee located at 388 Greenwich Street, 14th Floor, New York, New York ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth (or incorporated) in the Agreement (as defined below).

WHEREAS, pursuant to the Base Indenture, dated as of May 20, 2011, by and among Grantor, Secured Party, Sonic Capital LLC, a Delaware limited liability company, Sonic Industries LLC, a Delaware limited liability company, America's Drive-In Restaurants LLC, a Delaware limited liability company, SRI Real Estate Holding LLC, a Delaware limited liability company, and SRI Real Estate Properties LLC, a Delaware limited liability company (the "Agreement"), Grantor granted to the Secured Party a security interest in the Franchise IP, including Trademarks;

WHEREAS, since the date of the Agreement, the Grantor has acquired the additional Trademarks that are registered or applied-for in the United States and set forth on Schedule 1 attached hereto, including the goodwill of any business associated or connected therewith or symbolized thereby (collectively, the "After-Acquired Trademark Collateral"); and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to the Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm and evidence the security interest in the After-Acquired Trademark Collateral granted pursuant to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, the Grantor agrees as follows:

1. To secure the obligations Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee, for the benefit of the secured parties, and grants to the Secured Party, for the benefit of the secured parties, a security interest in Grantor's right, title and interest in the After-Acquired Trademark Collateral, in each case, to the extent now owned or at any time hereafter acquired by such Grantor; provided that the pledge, assignment, conveyance, and grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, any United States Trademarks and foreign applications that are based on an intent-to-use, unless and until such time as the grant and/or enforcement of the pledge, assignment, conveyance, delivery, transfer and setting over and security interest will not affect the status or validity of such Trademark.

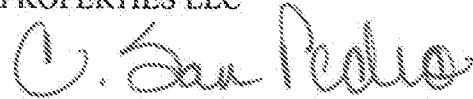
2. The Parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the After-Acquired Trademark Collateral. Grantor hereby requests the PTO to file and record this Grant together with the annexed Schedule 1.

3. Grantor hereby acknowledges and agrees that the security interest in the After-Acquired Trademark Collateral may only be terminated in accordance with the terms of the Agreement and will terminate co-extensively therewith.

4. THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first above written.

AMERICA'S DRIVE-IN BRAND
PROPERTIES LLC



By:

Name: *Claudia San Pedro*

Title: Vice President

STATE OF OKLAHOMA)

: ss:

COUNTY OF OKLAHOMA)

On the 30th day of March, 2016, before me the undersigned, personally appeared Claudia San Pedro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



John A. Hopkins

Notary Public

Schedule I

Trademark	Country	Reg. No. / Date	App. No. / Date	Owner	Status
ELEVATE THE WAY YOU HYDRATE	U.S.	4618623/ 10-7-14	85058856/ 9-9-13	America's Drive-In Brand Properties LLC	Registered
FLATMELT	U.S.	4306246/ 3-19-13	85479945/ 11-23-11	America's Drive-In Brand Properties LLC	Registered
HAWAIIAN WAVE	U.S.	4618651/ 10-7-14	86070599/ 9-20-13	America's Drive-In Brand Properties LLC	Registered
HOLIDAY MINT	U.S.	4633937/ 11-4-14	86089236/ 10-11-13	America's Drive-In Brand Properties LLC	Registered
HOME SWEET CONE	U.S.	4497589/ 3-18-14	86027082/ 8-2-13	America's Drive-In Brand Properties LLC	Registered
ISLAND FIRE	U.S.	4561171/ 7-1-14	85820126/ 3-29-13	America's Drive-In Brand Properties LLC	Registered
LIL' DOGGIES	U.S.	4618669/ 10-7-14	86075773/ 9-26-13	America's Drive-In Brand Properties LLC	Registered
MASTER BLAST	U.S.	4833139/ 10-13-15	86351521/ 7-29-14	America's Drive-In Brand Properties LLC	Registered
MASTER BLASTS	U.S.	4359157/ 6-25-13	85634431/ 5-24-12	America's Drive-In Brand Properties LLC	Registered
MASTER SHAKES	U.S.	4713682/ 3-31-15	85159583/ 1-7-14	America's Drive-In Brand Properties LLC	Registered
MORNING DRINK STOP	U.S.	4752730/ 6-9-15	85152610/ 12-26-13	America's Drive-In Brand Properties LLC	Registered
MY SONIC	U.S.	4359242/ 6-25-13	85684537/ 7-23-12	America's Drive-In Brand Properties LLC	Registered
MY SONIC INSIGHT COUNCIL	U.S.	4872778/ 12-22-15	86379403/ 8-28-14	America's Drive-In Brand Properties LLC	Registered
RED BUTTON ROAST	U.S.	4467551/ 1-14-14	85748756/ 10-09-12	America's Drive-In Brand Properties LLC	Registered
RED BUTTON ROAST (DESIGN)	U.S.	4467552/ 1-14-14	85748766/ 10-09-12	America's Drive-In Brand Properties LLC	Registered
SLUSH HEADQUARTERS	U.S.	4752729/ 6-9-15	86152608/ 12-26-13	America's Drive-In Brand Properties LLC	Registered
SONIC SPLASH	U.S.	4561345/ 7-1-14	85964353/ 6-19-13	America's Drive-In Brand Properties LLC	Registered
SONIC SPLASH	U.S.	4833087/ 10-15-15	86345340/ 7-23-14	America's Drive-In Brand Properties LLC	Registered
SONIC WACKY APP	U.S.	N/A	86802350/ 10-28-15	America's Drive-In Brand Properties LLC	Pending
SONIC WAVE (DESIGN)	U.S.	4813790/ 9-15-15	86215973/ 3-10-14	America's Drive-In Brand Properties LLC	Registered
SUNRISE COAST (DESIGN)	U.S.	4321669/ 4-16-13	85401680/ 8-18-11	America's Drive-In Brand Properties LLC	Registered
SUNSHINE BERRY	U.S.	4618650/ 10-7-14	86070592/ 9-20-13	America's Drive-In Brand Properties LLC	Registered
SUPER CRUNCH	U.S.	N/A	86510744/ 1-22-15	America's Drive-In Brand Properties LLC	Pending
SUPERSONIC SPOONS	U.S.	4515865/ 4-15-14	85811302/ 12-27-12	America's Drive-In Brand Properties LLC	Registered

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