

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Suppl. 2nd Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Popeyes Louisiana Kitchen, Inc.		03/27/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	1021254	POPEYES	
Registration Number:	1030944	POPEYES	
Registration Number:	1121096	POPEYES	
Registration Number:	1121699	POPEYES	
Registration Number:	1552225	POPEYES	
Registration Number:	1551239	POPEYES	
Registration Number:	1267567	POPEYES	
Registration Number:	2000593	POPEYES CHICKEN & BISCUITS	
Registration Number:	2095493	POPEYES CHICKEN & BISCUITS	
Registration Number:	3681087	P LOUISIANA KITCHEN	
Registration Number:	3681086	POPEYES LOUISIANA KITCHEN	
Registration Number:	4232451	POPEYES LOUISIANA KITCHEN	
Registration Number:	3681089	P POPEYES LOUISIANA KITCHEN	
Registration Number:	3681088	P	
Registration Number:	2215059	AFC ENTERPRISES	
Registration Number:	2215069	AFC ENTERPRISES	
Registration Number:	3592400	BONAFIDE	
Registration Number:	4800287	BRING IT ALL TO THE TABLE	
Registration Number:	3124168	CAJUN CRAVERS	
TRADEMARK			

OP \$1265.00 1021254

Property Type	Number	Word Mark
Registration Number:	2787618	CAJUN OUR WAY
Registration Number:	1371596	CAJUN SPARKLE
Registration Number:	3506014	CATER THE FLAVOR
Registration Number:	4581965	CHICKEN WAFFLE TENDERS
Registration Number:	4226301	FLAVORIETY
Registration Number:	4317643	FLAVORIETY ONLY AT POPEYES
Serial Number:	86853721	FOOD THAT IGNITES OUR DESIRE TO SERVE
Registration Number:	4045548	FOOD WITH ATTITUDE
Registration Number:	2091908	FRANCHISOR OF CHOICE
Registration Number:	3142938	GARDEN DISTRICT SALADS
Registration Number:	4238396	GET UP & GEAUX!
Registration Number:	4155285	GET UP & GEAUX! KIDS MEAL
Registration Number:	4155287	LOUISIANA LEAUX
Registration Number:	4155288	LOUISIANA LEAUX GET UP & GEAUX!
Registration Number:	4926268	LOUISIANA LEGENDS
Registration Number:	4045549	LOUISIANA FAST
Registration Number:	1257959	LOVE THAT CHICKEN FROM POPEYES
Registration Number:	1116753	LOVE THAT CHICKEN!
Registration Number:	3546452	POPEYES BONAFIDE CHICKEN
Registration Number:	3068867	POPEYES CAJUN CRAVERS
Registration Number:	3272168	EST. 1972 POPEYES CHICKEN & BISCUITS
Registration Number:	1378568	POPEYES FAMOUS FRIED CHICKEN & BISCUITS
Registration Number:	1257958	POPEYES FAMOUS FRIED CHICKEN
Registration Number:	2398299	POPEYES FOOD WITH ATTITUDE
Serial Number:	86740191	SHRIMP TANGLERS
Registration Number:	1563625	SWEET HEAT
Registration Number:	4170198	SWEET HEAT
Registration Number:	2681443	WE DO GOOD BA-YOU
Registration Number:	2010357	AFC
Registration Number:	2000592	POPEYES CHICKEN & BISCUITS
Registration Number:	2017585	THE NEW AGE OF OPPORTUNITY

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

TRADEMARK

REEL: 006024 FRAME: 0736

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/30/2017

Total Attachments: 10

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SECOND LIEN SECURITY AGREEMENT SUPPLEMENT FOR US TRADEMARKS

SUPPLEMENT NO. 1 (this “Supplement”) dated as of March 27, 2017, to the Second Lien Security Agreement dated as of December 12, 2014 among certain subsidiaries of 1011778 B.C. UNLIMITED LIABILITY COMPANY, an unlimited liability company organized under the laws of British Columbia (the “Issuer”) from time to time party thereto and WILMINGTON TRUST NATIONAL ASSOCIATION, solely in its capacity as Collateral Agent (the “Collateral Agent”) for the Secured Parties (the “Security Agreement”).

A. Reference is made to that certain Indenture dated as of October 8, 2014, as supplemented by the Supplemental Indenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among the Issuer, New Red Finance, Inc., a Delaware corporation (the “Co-Issuer” and together with the Issuer, the “Issuers”), the Guarantors from time to time party thereto and Wilmington Trust, National Association, as the trustee (in such capacity, and together with its successors and permitted assigns, the “Trustee”) and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

C. In connection with the Indenture, the Issuer and the Grantors have entered into the Security Agreement. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Indenture to become a Grantor under the Security Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral 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 Collateral, including the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto (excluding any Excluded Property); and

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Supplement are expressly subject and subordinate to the liens and security interests granted to the Credit Facility Agent pursuant to the First Lien Security Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreements (or any other intercreditor agreement to which the Collateral Agent is party in respect of the Secured Obligations). In the event of any conflict between the terms of any Intercreditor Agreement (or such other intercreditor agreement) and the terms of this Supplement, the terms of such Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

SECTION 7. The New Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

SECTION 13. The Collateral Agent makes no representation as to the validity or sufficiency of this Supplement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

POPEYES LOUISIANA KITCHEN, INC.

By: 

Name: Jill M. Granat

Title: Assistant Secretary

Jurisdiction of Formation/Incorporation: Minnesota

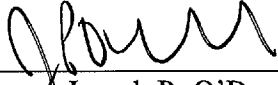
Address of Chief Executive Office:

400 Perimeter Center Terraces, Suite 1000

Atlanta, GA 30346

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
solely in its capacity as Collateral Agent

By:

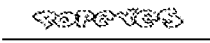







Name: Joseph P. O'Donnell
Title: Vice President


[Signature Page to Second Lien Notes Security Agreement Supplement for U.S. Trademarks]




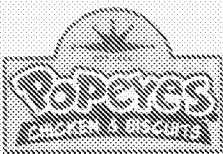
TRADEMARK
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SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
SECOND LIEN SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Popeyes Louisiana Kitchen, Inc.	POPEYES	1,021,254 1,030,944 1,121,096 1,121,699 1,552,225
Popeyes Louisiana Kitchen, Inc.		1,551,239 1,267,567
Popeyes Louisiana Kitchen, Inc.	POPEYES CHICKEN & BISCUITS & Banner  Design	2,000,593 2,095,493
Popeyes Louisiana Kitchen, Inc.		3,681,087
Popeyes Louisiana Kitchen, Inc.		3,681,086 4,232,451
Popeyes Louisiana Kitchen, Inc.		3,681,089
Popeyes Louisiana Kitchen, Inc.		3,681,088
Popeyes Louisiana Kitchen, Inc.	AFC ENTERPRISES	2,215,059
Popeyes Louisiana Kitchen, Inc.	AFC ENTERPRISES and Star Design 	2,215,069
Popeyes Louisiana Kitchen, Inc.	BONAFIDE BONAFIDE	3,592,400
Popeyes Louisiana Kitchen, Inc.	BRING IT ALL TO THE TABLE	4,800,287

	BRING IT ALL TO THE TABLE	
Popeyes Louisiana Kitchen, Inc.	CAJUN CRAVERS	3,124,168
Popeyes Louisiana Kitchen, Inc.	CAJUN OUR WAY	2,787,618
Popeyes Louisiana Kitchen, Inc.	CAJUN SPARKLE	1,371,596
Popeyes Louisiana Kitchen, Inc.	CATER THE FLAVOR CATER THE FLAVOR	3,506,014
Popeyes Louisiana Kitchen, Inc.	CHICKEN WAFFLE TENDERS CHICKEN WAFFLE TENDERS	4,581,965
Popeyes Louisiana Kitchen, Inc.	FLAVORIETY FLAVORIETY	4,226,301
Popeyes Louisiana Kitchen, Inc.	FLAVORIETY and Design 	4,317,643
Popeyes Louisiana Kitchen, Inc.	FOOD THAT IGNITES OUR DESIRE TO SERVE FOOD THAT IGNITES OUR DESIRE TO SERVE	86/853,721
Popeyes Louisiana Kitchen, Inc.	FOOD WITH ATTITUDE FOOD WITH ATTITUDE	4,045,548
Popeyes Louisiana Kitchen, Inc.	FRANCHISOR OF CHOICE	2,091,908
Popeyes Louisiana Kitchen, Inc.	GARDEN DISTRICT SALADS GARDEN DISTRICT SALADS	3,142,938
Popeyes Louisiana Kitchen, Inc.	GET UP & GEAUX! GET UP & GEAUX!	4,238,396
Popeyes Louisiana Kitchen, Inc.	GET UP & GEAUX! KIDS MEAL Logo	4,155,285

		
Popeyes Louisiana Kitchen, Inc.	LOUISIANA LEAUX LOUISIANA LEAUX	4,155,287
Popeyes Louisiana Kitchen, Inc.	LOUISIANA LEAUX GET UP & GEAUX! and Design 	4,155,288
Popeyes Louisiana Kitchen, Inc.	LOUISIANA LEGENDS LOUISIANA LEGENDS	4,926,268
Popeyes Louisiana Kitchen, Inc.	LOUISIANA FAST LOUISIANA FAST	4,045,549
Popeyes Louisiana Kitchen, Inc.	LOVE THAT CHICKEN FROM POPEYES	1,257,959
Popeyes Louisiana Kitchen, Inc.	LOVE THAT CHICKEN! (Stylized) LOVE THAT CHICKEN!	1,116,753
Popeyes Louisiana Kitchen, Inc.	POPEYES BONAFIDE CHICKEN and Design 	3,546,452
Popeyes Louisiana Kitchen, Inc.	POPEYES CAJUN CRAVERS	3,068,867
Popeyes Louisiana Kitchen, Inc.	POPEYES CHICKEN & BISCUITS EST. 1972 Sign Design 	3,272,168
Popeyes Louisiana Kitchen, Inc.	POPEYES FAMOUS FRIED CHICKEN & BISCUITS	1,378,568
Popeyes Louisiana Kitchen, Inc.	POPEYES FAMOUS FRIED CHICKEN and Sign Design	1,257,958

Popeyes Louisiana Kitchen, Inc.	POPEYES FOOD WITH ATTITUDE	2,398,299
Popeyes Louisiana Kitchen, Inc.	SHRIMP TANGLERS SHRIMP TANGLERS	86/740,191
Popeyes Louisiana Kitchen, Inc.	SWEET HEAT	1,563,625
Popeyes Louisiana Kitchen, Inc.	SWEET HEAT SWEET HEAT	4,170,198
Popeyes Louisiana Kitchen, Inc.	WE DO GOOD BA- YOU	2,681,443
Popeyes Louisiana Kitchen, Inc.	AFC	2,010,357
Popeyes Louisiana Kitchen, Inc.	POPEYES CHICKEN & BISCUITS	2,000,592
Popeyes Louisiana Kitchen, Inc.	THE NEW AGE OF OPPORTUNITY	2,017,585