

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM425187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHECKERS DRIVE-IN RESTAURANTS, INC.		04/25/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, as Collateral Agent
Street Address:	520 MADISON AVE., 19TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	3877707	5 KICKIN' FLAVORS
Registration Number:	3948464	
Registration Number:	3877709	ANONYMOUS CHICKEN
Registration Number:	4176803	AUSSIE
Registration Number:	3941868	BACKWOODS B-B-Q
Registration Number:	3945772	BACON CHEDDAR WORKS
Registration Number:	4844547	BACON CHEESE CHAMP
Registration Number:	3703466	BACONZILLA
Registration Number:	5058993	BACONZILLA!
Registration Number:	4052106	BBQZILLA
Registration Number:	1952628	BIG BUFORD
Registration Number:	4629634	BRING IT BOX
Registration Number:	4180455	CHA-CHING
Registration Number:	1643779	CHAMP BURGER
Registration Number:	2590861	CHECKERBURGER
Registration Number:	1782889	CHECKERS
Registration Number:	2654258	CHECKERS
Registration Number:	1656487	CHECKERS BURGERS-FRIES-COLAS
Registration Number:	1956292	CHECKERS BURGERS FRIES COLAS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4475417	CHECKERS CRAZY GOOD FOOD
Registration Number:	4475416	CHECKERS CRAZY GOOD FOOD
Registration Number:	4840296	CHEESE CHAMP
Registration Number:	4467293	CHEESE CHILI CHEESE FRIES
Registration Number:	2513306	CHEESE DOUBLE CHEESE
Registration Number:	3877708	CLASSIC WINGS
Registration Number:	4614650	CRAZY GOOD
Registration Number:	3883766	CRAZY GOOD
Registration Number:	2932974	DEEP SEA DOUBLE
Registration Number:	3945810	DEVOUR THE NIGHT
Registration Number:	4445160	DO LATE NIGHT RIGHT
Registration Number:	4526888	EAT BIG & SAVE
Registration Number:	3941514	FEAST ON
Registration Number:	3868605	FIERY JALAPENO DOUBLE
Registration Number:	3945773	FLAVOR BUILT BURGERS
Registration Number:	3670729	FLAVORHOOD
Registration Number:	4724285	FRY LOVE
Registration Number:	4467120	FRY LOVER'S BURGER
Registration Number:	1964791	HONEYGRILLED CHICKEN
Registration Number:	4259062	HOLE-LOTTA
Registration Number:	4052107	MEGAZILLA
Registration Number:	1750671	
Registration Number:	1799768	
Registration Number:	3871491	MORE FOR LESS
Registration Number:	2592669	RALLY'S BURGERS FRIES COLAS
Registration Number:	4475419	RALLY'S CRAZY GOOD FOOD
Registration Number:	4475418	RALLY'S CRAZY GOOD FOOD
Registration Number:	1362660	RALLY'S HAMBURGERS
Registration Number:	1799561	RALLYBURGER
Registration Number:	1735052	RALLY'S
Registration Number:	2595536	RALLY'S BURGERS FRIES COLAS
Registration Number:	3948935	SAVORY SHROOM & SWISS
Registration Number:	3982613	SEASONED OPINIONS
Registration Number:	1795371	
Registration Number:	1838887	
Registration Number:	4152628	SHROOMZILLA
Registration Number:	4176940	SMOKIN' SAUSAGE
Registration Number:	5111269	STEAKZILLA!

Property Type	Number	Word Mark
Registration Number:	5062976	THE FLAVORHOOD
Registration Number:	4696821	TWO CHEESY
Registration Number:	4133170	TWO'S YOUR DADDY
Registration Number:	4034566	ZILLA COMBOS

CORRESPONDENCE DATA

Fax Number:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	20568-028
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	04/26/2017

Total Attachments: 8
source=Crave TM 4-25-2017 #1#page1.tif
source=Crave TM 4-25-2017 #1#page2.tif
source=Crave TM 4-25-2017 #1#page3.tif
source=Crave TM 4-25-2017 #1#page4.tif
source=Crave TM 4-25-2017 #1#page5.tif
source=Crave TM 4-25-2017 #1#page6.tif
source=Crave TM 4-25-2017 #1#page7.tif
source=Crave TM 4-25-2017 #1#page8.tif

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 25, 2017 (this "Agreement"), made by CHECKERS DRIVE-IN RESTAURANTS, INC., a Delaware corporation (the "Pledgor"), in favor of JEFFERIES FINANCE LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of April, 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Checkers Holdings, Inc., a Delaware corporation (the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Burger BossCo Intermediate, Inc., a Delaware corporation ("Holdings"), and Jefferies Finance LLC, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule I.

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. *Conflicts*. 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 Agreement are expressly subject and subordinate to the liens and security interests granted to (a) Jefferies Finance LLC as collateral agent (and its permitted successors) pursuant to the Security Agreement (First Lien) dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time), by and among the Borrower, each subsidiary of the Borrower from time to time party thereto, Holdings and Jefferies Finance LLC, as collateral agent or (b) any agent or trustee for any Other First-Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral (as defined in the First Lien/Second Lien Intercreditor Agreement) is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), by and among Jefferies Finance LLC, in its capacity as the Initial First-Priority Collateral Agent and First-Priority Collateral Agent, Jefferies Finance LLC in its capacity as the Initial Second-Priority Collateral Agent and Second-Priority Collateral Agent, and the Borrower. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 7. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest

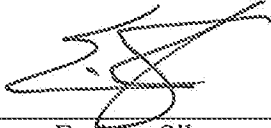
granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHECKERS DRIVE-IN RESTAURANTS,
INC.

By: _____


Name: Enrique Silva

Title: President

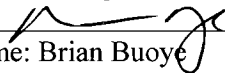
[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

TRADEMARK

REEL: 006043 FRAME: 0181

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____
Name: Brian Buoye
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Checkers Drive-In Restaurants, Inc.

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date
5 KICKIN' FLAVORS	3,877,707	11/16/2010
ANONYMOUS CHICKEN DESIGN	3,948,464	4/19/2011
ANONYMOUS CHICKEN	3877709	11/16/2010
AUSSIE	4,176,803	7/17/2012
BACKWOODS B-B-Q	3,941,868	4/5/2011
BACON CHEDDAR WORKS	3,945,772	4/12/2011
BACON CHEESE CHAMP	4,844,547	11/3/2015
BACONZILLA	3,703,466	10/27/2009
BACONZILLA!	5,058,993	10/11/2016
BBQZILLA	4,052,106	11/8/2011
BIG BUFORD	1,952,628	1/30/1996
BRING IT BOX	4,629,634	10/28/2014
CHA-CHING	4,180,455	7/24/2012
CHAMP BURGER	1,643,779	5/7/1991
CHECKERBURGER	2,590,861	7/9/2002
CHECKERS	1,782,889	7/20/1993
CHECKERS	2,654,258	11/26/2002
CHECKERS BURGERS-FRIES-COLAS (AND DESIGN) WHITE BACKGROUND	1,656,487	9/10/1991
CHECKERS BURGERS-FRIES-COLAS (AND DESIGN) LINED TO SHOW THE COLORS RED AND YELLOW	1,956,292	2/13/1996
CHECKERS CRAZY GOOD FOOD (AND DESIGN) IN BLACK AND WHITE	4,475,417	1/28/2014
CHECKERS CRAZY GOOD FOOD (AND DESIGN) IN COLOR	4,475,416	1/28/2014
CHEESE CHAMP	4,840,296	10/27/2015
CHEESE CHILI CHEESE FRIES	4,467,293	1/14/2014
CHEESE DOUBLE CHEESE	2,513,306	11/27/2001
CLASSIC WINGS	3,877,708	11/16/2010
CRAZY GOOD	4,614,650	9/30/2014
CRAZY GOOD	3,883,766	11/30/2010
DEEP SEA DOUBLE	2,932,974	3/15/2005

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DEVOUR THE NIGHT	3,945,810	4/12/2011
DO LATE NIGHT RIGHT	4,445,160	12/3/2013
EAT BIG & SAVE	4,526,888	5/6/2014
FEAST ON	3,941,514	4/5/2011
FIERY JALAPENO DOUBLE	3868605	10/26/2010
FLAVOR BUILT BURGERS	3,945,773	4/12/2011
FLAVORHOOD	3,670,729	8/18/2009
FRY LOVE	4,724,285	4/21/2015
FRY LOVER'S BURGER	4,467,120	1/14/2014
HONEYGRILLED CHICKEN ¹	1964791	03/26/1996
HOLE-LOTTA	4,259,062	12/11/2012
MEGAZILLA	4,052,107	11/8/2011
MISCELLANEOUS DESIGN (BLDG DESIGN)	1,750,671	2/2/1993
MISCELLANEOUS DESIGN (CHECKERS MAN)	1,799,768	10/19/1993
MORE FOR LESS	3,871,491	11/2/2010
RALLY'S BURGERS FRIES COLAS (AND DESIGN) LINED FOR THE COLOR(S) RED AND YELLOW	2,592,669	7/9/2002
RALLY'S CRAZY GOOD FOOD (AND DESIGN) IN BLACK AND WHITE	4,475,419	1/28/2014
RALLY'S CRAZY GOOD FOOD (AND DESIGN) IN COLOR	4,475,418	1/28/2014
RALLY'S HAMBURGERS (AND DESIGN) MAN EATING BURGER	1,362,660	9/24/1985
RALLYBURGER	1,799,561	10/19/1993
RALLY'S	1,735,052	11/24/1992
RALLY'S BURGERS FRIES COLAS (AND DESIGN)	2,595,536	7/16/2002
SAVORY SHROOM & SWISS	3,948,935	4/19/2011
SEASONED OPINIONS	3,982,613	6/21/2011
SENSORY MARK (CHA-CHING)	1,795,371	9/28/1993
SENSORY MARK (CHING)	1,838,887	6/7/1994
SHROOMZILLA	4,152,628	6/5/2012
SMOKIN' SAUSAGE	4,176,940	7/17/2012
STEAKZILLA!	5,111,269	12/27/2016
THE FLAVORHOOD	5,062,976	10/18/2016
TWO CHEESY	4,696,821	3/3/2015
TWO'S YOUR DADDY	4,133,170	4/24/2012

¹ NTD: To be cancelled, renewal period ended September 26, 2016

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ZILLA COMBOS	4,034,566	10/4/2011