

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIVE GUYS ENTERPRISES LLC		06/27/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	FIVE GUYS SPV GUARANTOR, LLC		
Street Address:	10718 Richmond Hwy		
City:	Lorton		
State/Country:	VIRGINIA		
Postal Code:	22079		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4868982		
Registration Number:	4677177		
Registration Number:	4677187		
Registration Number:	4252320	FIVE GUYS	
Registration Number:	4831873	FIVE GUYS	
Registration Number:	2576160	FIVE GUYS	
Registration Number:	3569218	FIVE GUYS BURGERS AND FRIES	
Registration Number:	4326530	FIVE GUYS BURGERS AND FRIES	
Registration Number:	3571563	FIVE GUYS BURGERS AND FRIES	
Registration Number:	4857835	100% FRESH BEEF NO FILLERS NO PRESERVATI	
Registration Number:	4503937	LITTLE HAMBURGER	
Registration Number:	4698023	100% FRESH BEEF NO FILLERS NO PRESERVATI	
Registration Number:	4891097	100% FRESH BEEF NO FILLERS NO PRESERVATI	
Serial Number:	85512472	FIVE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			

OP \$365.00 4868982

Phone: 4045725100
Email: mrussell@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Mark Russell

SIGNATURE: /Mark Russell/

DATE SIGNED: 07/03/2017

Total Attachments: 9

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TRADEMARK ASSIGNMENT (US)

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of June 27, 2017, by and between FIVE GUYS ENTERPRISES LLC, a Delaware limited liability company (“Assignor”), and FIVE GUYS SPV GUARANTOR, LLC, a Delaware limited liability company (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the First-Tier Contribution Agreement between the Parties of even date herewith (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 and the goodwill connected with the use of or symbolized thereof (collectively referred to as the “Trademarks”); and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to effectuate, confirm and record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers (and Assignee hereby acquires, accepts and receives) all of Assignor’s right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to Assignee; and (ii) vests in Assignee (and Assignee hereby acquires, accepts and receives) all powers and rights of Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto Assignee and its successors and assigns forever, as of the Closing Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. § 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

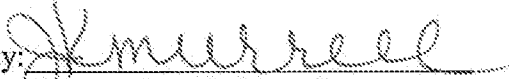
This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

ASSIGNOR

FIVE GUYS ENTERPRISES LLC

By: 


Name: Jane K. Murrell

Title: Secretary and Treasurer



ASSIGNEE

FIVE GUYS SPV GUARANTOR, LLC

By: 

Name: Peter Hanson

Title: Chief Financial Officer

[Signature Page to Trademark Assignment (Five Guys Enterprises LLC to Five Guys SPV Guarantor, LLC)]

TRADEMARK
REEL: 006097 FRAME: 0429

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

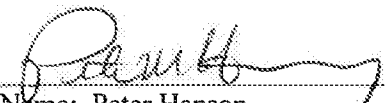
ASSIGNOR

FIVE GUYS ENTERPRISES LLC

By: _____
Name: Jane K. Murrell
Title: Secretary and Treasurer

ASSIGNEE

FIVE GUYS SPV GUARANTOR, LLC

By:  _____
Name: Peter Hanson
Title: Chief Financial Officer

[Signature Page to Trademark Assignment (Five Guys Enterprises LLC to Five Guys SPV Guarantor, LLC)]

**Schedule 1
Trademarks**

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
Check Design 1	UNITED STATES	85/739829	27-Sep-2012	4,868,982	15-Dec-2015	REGISTERED
Check Design 2	UNITED STATES	85/739864	27-Sep-2012	4,677,177	27-Jan-2015	REGISTERED
Check Design 3	UNITED STATES	85/753771	15-Oct-2012	4,677,187	27-Jan-2015	REGISTERED
FIVE GUYS	UNITED STATES	85/255019	1-Mar-2011	4,252,320	4-Dec-2012	REGISTERED
FIVE GUYS	UNITED STATES	85/562374	12-Mar-2015	4,831,873	13-Oct-2015	REGISTERED
FIVE GUYS	UNITED STATES	76/316757	24-Sep-2001	2,576,160	4-Jun-2002	REGISTERED
FIVE GUYS BURGERS AND FRIES	UNITED STATES	77/389864	6-Feb-2008	3,569,218	3-Feb-2009	REGISTERED
FIVE GUYS BURGERS AND FRIES	UNITED STATES	85/255023	1-Mar-2011	4,326,530	30-Apr-2013	REGISTERED
FIVE GUYS BURGERS AND FRIES (Design)	UNITED STATES	77/389875	6-Feb-2008	3,571,563	10-Feb-2009	REGISTERED
100% FRESH BEEF NO FILLERS NO PRESERVATIVES OUR MENU IS TRANS FAT FREE WE COOK ALL OUR MEAT JUICY AND WELL-DONE BURGERS HAMBURGER CHEESEBURGER BACON BURGER BACON CHEESEBURGER BURGERS LITTLE	UNITED STATES	86/426831	17-Oct-2014	4,857,835	24-Nov-2015	REGISTERED

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
HAMBURGER LITTLE CHEESEBURGER LITTLE BACON BURGER LITTLE BACON CHEESEBURGER DOGS KOSHER STYLE HOT DOG CHEESE DOG BACON DOG BACON CHEESE DOG SANDWICHES VEGGIE SANDWICH CHEESE VEGGIE SANDWICH GRILLED CHEESE REGULAR LARGE FREE REFILLS BOTTLED WATER FRIES FIVE GUYS STYLE & CAJUN STYLE LG FRIES REG FRIES FRESH CUT POTATOES COOKED IN 100% PEANUT OIL NO CHOLESTEROL OR PRESERVATIVES ALL TOPPINGS FREE MAYO LETTUCE PICKLES TOMATOES GRILLED ONIONS GRILLED MUSHROOMS KETCHUP MUSTARD RELISH ONIONS JALAPENO PEPPERS GREEN PEPPERS BAR- B-Q SAUCE HOT SAUCE (EVERYTHING OR ALL THE WAY RECEIVES ONLY THE TOPPINGS IN BLACK)						
LITTLE HAMBURGER	UNITED STATES	85/684799	23-Jul-2012	4,503,937	1-Apr-2014	REGISTERED

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
100% FRESH BEEF NO FILLERS NO PRESERVATIVES OUR MENU IS TRANS FAT FREE WE COOK ALL OUR MEAT JUICY AND WELL-DONE BURGERS HAMBURGER CHEESEBURGER BACON BURGER BACON CHEESEBURGER BURGERS LITTLE HAMBURGER LITTLE CHEESEBURGER LITTLE BACON BURGER LITTLE BACON CHEESEBURGER DOGS KOSHER STYLE HOT DOG CHEESE DOG BACON DOG BACON CHEESE DOG SANDWICHES VEGGIE SANDWICH CHEESE VEGGIE SANDWICH GRILLED CHEESE REGULAR LARGE FREE REFILLS BOTTLED WATER FRIES FIVE GUYS STYLE & CAJUN STYLE LG FRIES REG FRIES FRESH CUT POTATOES COOKED IN 100% PEANUT OIL NO CHOLESTEROL OR PRESERVATIVES ALL TOPPINGS FREE MAYO LETTUCE PICKLES TOMATOES GRILLED ONIONS GRILLED MUSHROOMS	UNITED STATES	85/981389	12- Jul- 2012	4,698,023	10- Mar- 2015	REGISTERED

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
KETCHUP MUSTARD RELISH ONIONS JALAPENO PEPPERS GREEN PEPPERS A-1 SAUCE BAR-B-Q SAUCE HOT SAUCE (EVERYTHING OR ALL THE WAY RECEIVES ONLY THE TOPPINGS IN BLACK)						
100% FRESH BEEF NO FILLERS NO PRESERVATIVES OUR MENU IS TRANS FAT FREE WE COOK ALL OUR MEAT JUICY AND WELL-DONE BURGERS HAMBURGER CHEESEBURGER BACON BURGER BACON CHEESEBURGER BURGERS LITTLE HAMBURGER LITTLE CHEESEBURGER LITTLE BACON BURGER LITTLE BACON CHEESEBURGER DOGS KOSHER STYLE HOT DOG CHEESE DOG BACON DOG BACON CHEESE DOG SANDWICHES VEGGIE SANDWICH CHEESE VEGGIE SANDWICH GRILLED CHEESE REGULAR LARGE FREE REFILLS BOTTLED WATER FRIES FIVE GUYS STYLE & CAJUN STYLE LG FRIES REG	UNITED STATES	85/675611	12- Jul- 2012	4,891,097	26- Jan- 2016	REGISTERED

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
FRIES FRESH CUT POTATOES COOKED IN 100% PEANUT OIL NO CHOLESTEROL OR PRESERVATIVES ALL TOPPING FREE MAYO LETTUCE PICKLES TOMATOES GRILLED ONIONS GRILLED MUSHROOMS KETCHUP MUSTARD RELISH ONIONS JALAPENO PEPPERS GREEN PEPPERS A-1 SAUCE BAR-B-Q SAUCE HOT SAUCE (EVERYTHING OR ALL THE WAY RECEIVES ONLY THE TOPPING IN BLACK)						
FIVE	UNITED STATES	85512472	10-Jan-2012			PENDING