

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433620

|   |  |  |                            |
|---|--|--|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |  |                            |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |                            |
| <b>CONVEYING PARTY DATA</b>   |  |  |                            |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>                    | <b>Entity Type</b>         |
| FIVE GUYS SPV<br>GUARANTOR, LLC   |  | 06/27/2017                               | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |  |  |                            |
| <b>Name:</b>  | FIVE GUYS FUNDING, LLC                             |  |                            |
| <b>Street Address:</b>  | 10718 Richmond Hwy                                 |  |                            |
| <b>City:</b>  | Lorton   |  |                            |
| <b>State/Country:</b>   | VIRGINIA   |  |                            |
| <b>Postal Code:</b>   | 22079  |  |                            |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |  |                            |
| <b>PROPERTY NUMBERS Total: 14</b>   |  |  |                            |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                         |                            |
| <b>Registration Number:</b>   | 4868982  |  |                            |
| <b>Registration Number:</b>   | 4677177  |  |                            |
| <b>Registration Number:</b>   | 4677187  |  |                            |
| <b>Registration Number:</b>   | 4252320  | FIVE GUYS                                |                            |
| <b>Registration Number:</b>   | 4831873  | FIVE GUYS                                |                            |
| <b>Registration Number:</b>   | 2576160  | FIVE GUYS                                |                            |
| <b>Registration Number:</b>   | 3569218  | FIVE GUYS BURGERS AND FRIES              |                            |
| <b>Registration Number:</b>   | 4326530  | FIVE GUYS BURGERS AND FRIES              |                            |
| <b>Registration Number:</b>   | 3571563  | FIVE GUYS BURGERS AND FRIES              |                            |
| <b>Registration Number:</b>   | 4857835  | 100% FRESH BEEF NO FILLERS NO PRESERVATI |                            |
| <b>Registration Number:</b>   | 4503937  | LITTLE HAMBURGER                         |                            |
| <b>Registration Number:</b>   | 4698023  | 100% FRESH BEEF NO FILLERS NO PRESERVATI |                            |
| <b>Registration Number:</b>   | 4891097  | 100% FRESH BEEF NO FILLERS NO PRESERVATI |                            |
| <b>Serial Number:</b>   | 85512472   | FIVE                                     |                            |
| <b>CORRESPONDENCE DATA</b>  |  |  |                            |
| <b>Fax Number:</b>  | 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: 8**

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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 SPV GUARANTOR, LLC, a Delaware limited liability company (“Assignor”), and FIVE GUYS FUNDING, LLC, a Delaware limited liability company (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Second-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 SPV GUARANTOR, LLC

By:   
Name: Peter Hanson  
Title: Chief Financial Officer

**ASSIGNEE**

FIVE GUYS FUNDING, LLC

By:   
Name: Peter Hanson  
Title: Chief Financial Officer

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

**Schedule 1  
Trademarks**

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



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

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