

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIVE GUYS SPV 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>	Corporation: 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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**NOTICE OF GRANT OF  
BACK-UP SECURITY INTEREST IN TRADEMARKS (US)**

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the “Notice”), is made and entered into as of June 27, 2017, by and between FIVE GUYS SPV GUARANTOR, LLC, a Delaware limited liability company (“Grantor”), and FIVE GUYS FUNDING, LLC, a Delaware limited liability company (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of all right, title and interest in and to the Contributed IP (as defined in the Agreement (as defined below)) 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 Second-Tier Contribution Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor granted a security interest in Grantor’s right, title and interest, in to and under certain intellectual property defined in the Agreement as the Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all proceeds, payments, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence and, as applicable, perfect the security interest in, to and under the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

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, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral to the extent now owned or hereafter acquired to secure such loan in the aggregate value of the Contributed Assets, *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant of the security interest hereunder, including intent-to-use applications filed with the PTO 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 grant of the security interest hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

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

The Parties intend that this Notice is for recordation, and as applicable, perfection, purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party's contingent interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to provide notice of the contingent security interest in, to and under the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

THIS NOTICE 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 Notice 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 NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

**GRANTOR**

FIVE GUYS SPV GUARANTOR LLC

By:   
Name: Peter Hanson  
Title: Chief Financial Officer

**SECURED PARTY**

FIVE GUYS FUNDING, LLC

By:   
Name: Peter Hanson  
Title: Chief Financial Officer

*[Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (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 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